

**MASTER AGREEMENT**

between

**NORTHVILLE EDUCATION  
ASSOCIATION**

and the

**NORTHVILLE PUBLIC  
SCHOOLS**

*Northville Public Schools*

**September 1, 1995 - August 31, 1998**

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**AGREEMENT BETWEEN THE  
NORTHVILLE PUBLIC SCHOOLS  
AND THE  
NORTHVILLE EDUCATION ASSOCIATION**

AGREEMENT made and entered into at Northville, Michigan, this twenty third day of August, 1995, by and between the NORTHVILLE PUBLIC SCHOOLS, WAYNE, OAKLAND AND WASHTENAW COUNTIES, STATE OF MICHIGAN, party of the first part, hereinafter referred to as the "District", and the NORTHVILLE EDUCATION ASSOCIATION, party of the second part, hereinafter referred to as the "Association".

WHEREAS, the parties hereto recognize that the District is a unit of government, engaged in the education of boys and girls in the District; and that the District has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the District, the District will expect that the Association will continue to contribute through its abilities an experience and that of its individual members toward maintaining and improving standards of professional practice; and

WHEREAS, the purpose of this Agreement is to provide orderly collective bargaining relations between the District and the Association, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient and prudent operation of the District's business and educational program;

NOW THEREFORE, the parties hereto mutually agree as follows:

**ARTICLE I - RECOGNITION**

**SECTION A - RECOGNITION:** The Board herein recognizes the Association as the exclusive representative as defined in Section II of Act 379, Public Acts of 1965, with respect to rates of pay, hours of work and other conditions of employment for all regularly employed teaching personnel, substance abuse counselors, psychologists, social workers, occupational and physical therapists, excluding the Superintendent, Assistant Superintendents, Directors, Business Manager, Coordinators, Administrative Assistants, Supervisors, Principals, Assistant Principals, the Athletic Director, nurses, substitute teachers, teacher assistants and other attendance officers, student teachers, summer school teachers, and driver's education teachers who are not currently employed as teachers by the

District and all other administrative, supervisory and executive personnel. Also excluded are office secretaries, clerks, cafeteria, maintenance, operational and transportation personnel.

### **SECTION B - AGENCY SHOP**

1. The Board agrees not to negotiate with any teacher organization other than the Northville Education Association for the duration of this Agreement.
2. Any teacher who is not a member of the Association in good standing or who does not make application of membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay a yearly service fee as determined at the beginning of each school year by the Association; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section C of this Article.

In the event that a teacher does not pay a yearly service fee directly to the Association or authorize payment through payroll deduction, the Board shall at the request of the Association, suspend without salary said teacher for a period of seven (7) school days.

The parties expressly recognize that the failure of any teacher to pay a yearly service fee is just cause for a suspension of seven (7) school days.

3. The procedure in all cases of suspension for violation of this Article shall be as follows:
  - a. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for suspension may be filed with the Board in the event compliance is not effected.
  - b. If the teacher fails to comply, the Association may file charges in writing, with the Board, and shall request a seven (7) day suspension of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  - c. The Board, only upon receipt of said charges and request for suspension, shall conduct an administrative hearing on said charges and to the extent that said teacher is protected by the provision of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said Act and the Association agrees to pay the court reporter fees and transcript costs.

In the event of compliance at any time prior to suspension charges will be withdrawn, the Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the Professional Dues and/or Service Fee.

4. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Labor Mediation Board or the Courts, the Association will pay the reasonable expenses of such proceedings (including tenure act proceeding) also including the fees of legal counsel retained by the Board. If this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Courts.

### **SECTION C - ASSOCIATION DUES DEDUCTIONS**

1. The Board agrees to deduct from the salaries of teachers, regular periodic dues for the Association as set up in its Constitution, when authorized in writing by the teacher.
2. Individual authorization forms are to be furnished by the Association, and when executed, filed by it with the District's Business Office.
3. Authorization must be filed with the District's Business Office one (1) week prior to the second scheduled pay day of each school year.
4. Authorization once filed with the District's Business Office shall continue in effect until revoked by the teacher, on a form available from the Association, and filed with the District's Business Office, provided, a revocation filed after September 1st of the coming school year shall be effective until the first paycheck due in the following school year.
5. The right to refund to teachers monies deducted from their salaries under such authorizations shall be solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
6. The procedure for deductions shall be:
  - a. Within ten (10) days after the beginning of the school year the Association shall certify to the Board, in writing, the current rate of combined Association dues (Local N.E.A., State M.E.A. and National N.E.A.).
  - b. Deduction shall be made in twenty (20) equal installments on each pay after receipt of the authorization after employment.

- c. Dues deducted shall be transmitted to the Association on a prompt basis, but not less than monthly. The Association will be responsible for disbursement of Michigan Education Association and National Education Association dues paid to it, to the Treasurer of those organizations.

#### **SECTION D - ASSOCIATION MEMBERSHIP**

1. Membership in the Association is not compulsory. Employees have the right to join or not join, as they see fit. Neither party shall exert any pressure on or discriminate against any teacher as regards such matters.
2. The local Association agrees that neither the Association nor its members will intimidate or coerce any employee in respect to his/her right to work or in respect to local Association activity or membership, and further, that there shall be no solicitation of employees for local Association membership or dues during teacher hours.
3. The Association agrees that it shall admit all teachers to its membership without discrimination by reasons of race, creed, color, national origin, sex, age, marital status or prior membership or past participation in the activities of any other employee organization.

#### **SECTION E - ANNUITIES AND CREDIT UNION**

The District agrees to continue to make voluntary payroll deductions, upon written authorizations by the teacher, from the salaries of teachers for the following:

1. Tax Sheltered Annuity (403B) plan premiums: The District agrees to make an annuity deduction for the M.E.A. Tax Deferred Annuity Plan and for other annuity plans provided by the District. Said plans will be continued as long as teachers are actively enrolled. Changes in annuity deductions may be made in the months of September, January and April. No changes in annuity deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.
2. Wayne Out County Teachers Credit Union: Changes in amounts deducted will be granted in the months of September, January and April. No changes in deductions will be made at other times except for good cause and with the approval of the Superintendent or the Superintendent's designee.

3. The District further agrees to disburse such deductions for the purpose intended, as soon as practicable, but not later than ten (10) working days except in extreme cases of emergency.

## **ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

### **SECTION A - INSIGNIA**

Membership insignia or pins appropriate for normal wear may be worn by members of the Association.

### **SECTION B - BULLETIN BOARD SPACE**

The Association shall be provided adequate bulletin board space in the faculty room of each building owned by the District for the posting of notices and other material relating to Association activities. The Association building representative shall post and initial all materials on this board.

### **SECTION C - USE OF SCHOOL FACILITIES & EQUIPMENT**

The Association and its members shall continue to have the right to use school equipment and facilities in buildings owned by the District as provided below:

1. Facilities usable: A room in which to conduct work sessions. Use of the room will be cleared with the building principals in advance. If the Association desires to meet at a time other than during the normal working hours of the building custodian, it shall pay an additional custodial costs incurred by the District.
2. All work to be done and equipment and facilities used will be in the best interest of the Northville Public Schools.
3. Excessive use of materials will not be permitted.
4. All work will be done before or after teaching hours.
5. Use of approved equipment and facilities is not to interfere with the instructional program or administrative needs.

#### **SECTION D - AVAILABLE INFORMATION**

The Board will make available to the Association in response to written requests, the following:

1. Board meeting agendas and minutes.
2. County Allocation Board Budgets.
3. Annual Financial Reports.
4. Student membership and census data.
5. Information permitted by law as may be necessary for the Association to process a grievance with the exception of information deemed confidential by the Board.

#### **SECTION E - RIGHT TO DISCUSS VIEWS WITH BOARD**

Upon written request, the Board will give the Association a reasonable opportunity to discuss their views with the Board before the Board takes final action on the following matters:

1. Proposed referenda on operating millages or bond issues.
2. Proposed major revisions of educational policy.
3. Major construction programs.
4. Remodeling of existing facilities.
5. Other issues of mutual concern.

#### **SECTION F - ASSOCIATION OFFICIALS IN SCHOOL BUILDINGS**

Association officials shall follow District procedures for visitors entering a school building.

#### **SECTION G - PERFORMANCE OF DUTY**

The local Association, recognizing its professional responsibilities agrees to use its influence to encourage all employees to perform loyal and efficient work and service, to improve their efficiency, to utilize their time and all equipment furnished by the District to the best of their advantage, protect the District's property and interests, and to cooperate with the District and

the employees in all departments in promoting the welfare of the District and improving its service.

#### **SECTION H - DISCUSSING LOCAL BARGAINING WITH STUDENTS**

The local Association and its members shall refrain from discussing collective bargaining of the local Association with students.

#### **SECTION I - DELIVERY OF ASSOCIATION MAIL**

Students shall not be involved in the delivery of Association communications.

### **ARTICLE III - TEACHERS RIGHTS AND RESPONSIBILITIES**

#### **SECTION A - RESPONSIBILITIES BEYOND REGULAR TEACHING HOURS**

Teachers recognize that their responsibility to the profession requires the performance of some duties that involve the expenditure of time beyond that of the regular contractual day. Therefore, all teachers will attend the annual open house or parent's night, traditionally held in the fall, when scheduled by their building.

Teachers will attend two activities beyond the contractual work day each school year without compensation. These activities will involve students and/or be attended by the public. The staff and building administration will generate a list of activities from which teachers will select their two activities. If the necessary balance is not achieved through volunteers, the principal will assign the activities in order to achieve the desired balance.

When teachers are required to attend an activity beyond the two (2) required and for which they are not compensated, they will receive the noninstructional rate of pay.

#### **SECTION B - USE OF SCHOOL FACILITIES**

In accordance with existing Board policies, individual teachers shall have the right of using facilities for meetings in a school building owned or leased by the District.

#### **SECTION C - NON-DISCRIMINATION OF TEACHERS**

The District agrees that neither it nor any of its administrative agents shall discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, marital status or membership participation in the activities of the Association or any other employee

organization. Nothing contained in this Section will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965. The private and personal life of any teacher is not within the concern of the District unless it is of an unprofessional nature or unless it interferes with the teacher's responsibilities to the District or his/her teaching performance.

#### **SECTION D - TREATMENT OF STUDENTS**

Teachers will not give preferential treatment to students based upon parental influence or other socio-economic factors. It is further agreed that there will be no discrimination against any student because of parental influence or other socio-economic factors.

#### **SECTION E - TEACHING CERTIFICATE AND OFFICIAL TRANSCRIPT**

The teacher must assume the responsibility for filing his/her valid teaching certificate with the Superintendent of Schools within fifteen (15) days after the first day of school. A psychologist, social worker, physical and occupational therapist must assume the responsibility for filing his/her valid certification and/or license with the Superintendent of Schools within fifteen (15) days after the first day of school. Each teacher, psychologist, social worker and occupational and physical therapist must file with the Superintendent of Schools in addition to a valid certificate or license with appropriate approvals, an official up-to-date transcript of credits. Failure to file the certificate or transcript may result in the withholding of pay until such filing has been completed. The holding of a valid certificate and/or license shall remain a condition of employment.

#### **SECTION F - REPORTING ABSENCES**

When a teacher is unable to be in school on any given day, he/she shall contact the person designed by the District as the substitute caller as early as possible to state the reason for the absence, but no later than approximately sixty (60) minutes prior to the teacher's reporting time, in order that the substitute caller may arrange for a substitute teacher. In the event the teachers knows that he/she will be unable to return to work the next school day, he/she shall report this fact to his/her building principal, or a person designed by the principal, before 2:00 p.m. of the day of his/her absence. Failure to report for work as outlined above shall constitute an unauthorized absence and shall result in loss of pay for that day.

#### **SECTION G - SCHOOL CLOSINGS**

In any situation (such as severe weather, heating plant failure, quarantine, etc.) when in the opinion of the Superintendent of Schools it is necessary to discontinue regular classes for pupils in any one school or in the entire district, information will be provided through a designated radio station or by telephoning the teacher sixty (60) minutes before reporting

time. It is expected that teachers will report work at the regular time for assignment unless notified otherwise by the Superintendent or his designee.

In cases where the Superintendent deems it necessary to close a school due to hazardous road conditions, teachers in affected buildings shall not be required to report to work.

In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities the calendar shall be adjusted in order to insure 182/230 student instruction days as required by law. The parties have agreed to adjust the school calendar (see Appendix C) to conform with this section. If additional days are necessary, the District and the Association will meet to extend the calendar.

#### **SECTION H - PRESENCE OF ADDITIONAL TEACHER DURING REPRIMAND**

Teachers shall at their request be entitled to the presence of a teacher representative of his/her own choosing when said teacher is called to the office of an administrator for the intended purpose of an official reprimand or disciplinary action regarding his/her teaching performance. Normally expected yearly evaluations of teaching performance are excluded from the clause.

#### **SECTION I - INTENT TO TERMINATE EMPLOYMENT**

Teachers agree to notify the Board as soon as possible of any intent to terminate employment with the District. It is recognized by the teachers that they have a legal responsibility to notify the District at least (60) days before the effective date of their resignation.

#### **SECTION J - PROFESSIONAL GROWTH REPORT**

Each teacher shall submit an annual report, on a form supplied by the District, to his/her building principal indicating professional growth activities in which he/she has engaged during the school year and tentative plans for next year. Annual reports will be due before the last week of the school year.

#### **SECTION K - ENFORCEMENT OF STUDENT CODE OF CONDUCT**

As a part of the normal teaching day (the 7 1/2 hour day), teachers shall enforce the school District's student code of conduct and shall be responsible for assisting the administration in enforcing building policies, rules and regulations governing students.

## **ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES**

### **SECTION A - ADMINISTRATIVE CONTROL OF DISTRICT**

The District has the right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees, except as indicated elsewhere in this Agreement.

### **SECTION B - HIRING, PROMOTION AND DISCHARGE OF TEACHERS**

The right to hire, promote, discharge or discipline for cause, and to maintain discipline, competence and efficiency of employees, is the responsibility of the District. Further, establishing the educational program, curriculum, organization and structure of the schools of the District, location of schools, construction of school facilities, new pedagogical innovations, textbooks and instructional materials, prescribed courses of study, and the means of providing a comprehensive program to the residents of the District are the responsibility of the District.

### **SECTION C - EXERCISE & LIMITATION OF POWER, RIGHTS & AUTHORITY**

The exercise of the foregoing powers rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this agreement and then only to the extent such specific terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE V - GRIEVANCE PROCEDURE**

### **SECTION A - DEFINITIONS**

1. A "grievance" is an alleged violation of a specific Article or Section of this Agreement, or a specific rule of the Board, or administrative regulation.
2. The term "teacher" may include a group of teachers who are similarly affected by a grievance.
3. A "party of interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days.

### **SECTION B - PURPOSE**

The primary purpose of the procedure set forth herein is to secure at the lowest level possible, equitable solutions to the problems of the parties. Except as it necessary for the purpose of implementing these procedures, both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall prohibit teachers and/or the Association from attempting to resolve a grievance informally with appropriate members of the administration.

### **SECTION C - STEPS OF GRIEVANCE PROCEDURE**

The number of days indicated at each level shall be considered maximum, and every effort shall be made to expedite the process. Time limits may be extended by mutual agreement. In the event a grievance is filed on or after the first day of June which if left unresolved until the beginning of the following school term, could result in irreparable harm to the teacher or group of teachers concerned, the time limits set form herein shall be appropriately reduced.

1. **Level One - Informal:** Any teacher having a grievance shall within fifteen (15) days after the occurrence of the alleged violation, first discuss this matter with his/her building principal. Such discussion shall take place during non teaching hours or other mutually agreeable times, with the object of resolving it informally. The principal shall advise the teacher within five (5) days from the date of the informal discussion. If in the event an Association representative is not present at the informal meeting, the teachers shall notify the Association in writing of the results of the meeting.
2. **Level Two - Formal:** If the grievance is not resolved at the Level One discussion between the principal and the teacher, the alleged violation may be formalized into a grievance. The grievance shall be reduced to writing on a form set forth in the Appendix and available from the Association building representative. The completed grievance form shall be submitted to the building principal within five (5) days after the decision at Level One.

The principal shall advise the Superintendent of Schools in writing of his disposition of the grievance within five (5) school days after receipt of the grievance with copies for the local Association and the teacher(s) involved.

3. **Level Three - Superintendent:** Within five (5) school days after the decision of the principal, the aggrieved teacher and the Association may appeal to the Superintendent

of Schools or his designated representative. The Association shall represent the teacher in presenting the grievance. The appeal shall be in writing.

Within seven (7) working days after the receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher and the Association a reasonable opportunity to be heard at a mutually agreeable time in the presence of the Superintendent or his designee. The Superintendent shall advise the teacher and the Association in writing of his disposition of the grievance, within five (5) school days following the conference with the aggrieved teacher and the Association.

4. **Level Four - Board:** Within five (5) working days after receiving the decision of the Superintendent, the aggrieved teacher and the Association may appeal to the Board of Education except in those cases where the grievance appealed is arbitrable as defined in Level Five of this procedure at which time Level Four may be bypassed and the grievance appealed within five (5) working days directly to Level Five (Arbitration).

The appeal shall be in writing with copies to the Superintendent and the Board and shall contain the reason for the appeal and copy of the Superintendent's decision at Level Three.

Within ten (10) school days after receipt of the appeal, the Board or its designated representative, shall investigate the grievance, including giving the aggrieved teacher and the Association a reasonable opportunity to be heard. The Board shall render its decision in writing within ten (10) school days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher(s) involved, to the Association and the Superintendent.

5. **Level Five - Arbitration:** If a grievance is not satisfactorily adjusted and if it involved an alleged violation of a specific Article or Section of this Agreement, the Association or the Board may, within five (5) days after the decision of Level Three or Four is rendered, submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the District, with the American Arbitration Association. Grievances which do not involve alleged violations of a specific Article or Section of this Agreement may be processed through Level Four, but will not be arbitrable.

The Demand for Arbitration shall contain a statement of the issues to be arbitrated and references to the specific Article and/or Section allegedly violated.

It shall be the function of the arbitrator, after due investigation, to make a decision in writing and set forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator's decisions shall be rendered not later than thirty (30) days from the date of the closing of the hearing or if oral hearings have been waived, then from the date final statements and proof are submitted to him/her, and shall be final

and binding upon the Association, its members, all employees covered by this Agreement, and the District. The arbitrator will be without power or authority to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, nor shall he make any decisions which require the commission of an act prohibited by law.

The cost for the services of the arbitrator, including per diem expenses, shall be borne equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

#### **SECTION D - TIME FOR PROCESSING GRIEVANCES**

Grievances arising under this Article shall be processed during non-teaching hours unless mutually agreed otherwise. If there is mutual agreement to hear a grievance during regular teaching hours, attendance by teachers and Association representatives shall be without loss of pay, up to but not including arbitration.

#### **SECTION E - TIMELINESS OF APPEALS**

Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.

#### **SECTION F - GRIEVANCE AFTER RESIGNATION**

No grievances shall be filed or processed further by any teacher after the effective date of their resignation.

#### **SECTION G - REPRISALS**

No reprisals will be taken by either party against any party in interest, Association representative or other participant in the grievance procedure by reason of such participation.

#### **SECTION H - PRESENCE OF GRIEVANT**

The grievant may be present at every step of the procedure at the request of the Association, the Superintendent of Schools or the Board of Education, as the case may be.

## **SECTION J - GROUP GRIEVANCES**

The Association may process a grievance involving a group of teachers through the grievance procedure, commencing at the second level thereof. Such grievance shall indicate the teachers involved.

The Association may also process a grievance involving more than one school, commencing at Level Three of the grievance procedure (Superintendent's Level). Grievances so processed shall first be discussed informally with the Superintendent or his designee within ten (10) days after the occurrence of the alleged violation. If the grievance is not resolved in the informal discussion, then the alleged violation may be formalized into a written grievance. The grievance shall be reduced to writing on a form set forth in the appendix and submitted to the Superintendent within five (5) days after the informal meeting. The Superintendent shall provide his written disposition as per time limits in Level Three. All other levels shall apply thereafter.

## **SECTION J - PRIOR GRIEVANCES**

Any grievance which arose prior to the effective date of this Agreement shall be resolved.

## **SECTION K - FINANCE LIABILITY**

Claims involving financial liability will be limited in retroactively to a period of five (5) days from the date on which the grievance was filed, except in the case of a payroll error or in bona fide cases where affected individuals could not have had knowledge of the cause for complaint.

## **SECTION L - MATTERS NOT SUBJECT TO GRIEVANCE PROCEDURE**

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Termination of services of or failure to reemploy any probationary teacher.
2. Any matter subject to the procedures specified in the Michigan Teacher Tenure Act as revised 1993.
3. The removal, assignment, reassignment or failure to assign a teacher to an extracurricular activity.

4. Teacher evaluation may be discussed with the Superintendent; however, content of evaluation shall not be a basis of a grievance or subject to the grievance procedure.

#### **SECTION M - GRIEVANCE DOCUMENTS IN PERSONNEL FILES**

All documents, communications and records dealing with a grievance shall not be placed in the teacher's personnel file.

#### **SECTION N - GRIEVANCE INFORMATION**

The Board will make available to the Association in response to written requests information permitted by law as may be necessary for the Association to process a grievance with the exception of information deemed confidential by the Board.

### **ARTICLE VI - SALARY & FRINGE BENEFITS**

#### **SECTION A - SALARY SCHEDULE**

The salaries of teachers covered by this Agreement are set forth in Appendix A for teachers on the 189 day schedule and Appendix B for teachers on the 232 day schedule

#### **SECTION B - TEACHER'S HOURLY AND DAILY WAGE**

A teacher's daily rate is to be determined by dividing his/her basic salary by the number of teacher work days prescribed in Appendix B. A teacher's hourly rate will be determined by dividing his/her daily rate by 7.

#### **SECTION C - EXTRA CURRICULAR PAY**

1. It is expressly understood that all extra curricular duties are not subject to tenure with respect to assignment and reassignment. It is further understood that part of the extra curricular assignment is supplying the administration with requested information relative to the activities of extra curricular assignments.
2. Extra curricular salaries for the duration of this Agreement shall be in accord with Appendix C.

## **SECTION D - MEDICAL INSURANCE**

1. The School District agrees to provide coverage for all full-time employees and their immediate families under the Blue Cross-Blue Shield MVF II with Master Medical (Option IV) Prescription Drug rider, First Aide Emergency rider (FAERC) and Voluntary Sterilization rider (VST).
2. Any claim settlement between the teacher and the above carrier shall not be subject to the grievance procedure.
3. Teachers and/or dependents who have their primary health coverage provided through the employer of their spouse shall not be entitled to duplicate payment on the same benefit pursuant to the above. If the teacher should lose such coverage, they shall become eligible for benefits of this agreement without penalty.
4. Beginning in the 95-96 school year, the Board will provide the RX Prescription Drug Program with a \$5.00 co-pay.
5. The master medical hospitalization deductibles will be \$100.00 for individual coverage and \$200.00 for full family. All other medical coverage will remain the same as defined in the 1993-94 level of benefits of all insurance coverage.
6. If during the life of the contract the Federal Government develops and implements a National Health Program, the Association will maintain, for the life of the contract, the health insurance in place at the time the National Program is implemented. If the Federal Government imposes a National Health Program on existing contracts before their term expires, and the program results in additional costs for the District, individual members will absorb the new costs.
7. Association Members covered by the District medical program(s) will contribute one fourth of one percent (.0025) of their annual salary to offset the cost of Board provided health insurance through payroll deduction. Married members on the same contract will have one deduction.

## **SECTION E - DENTAL INSURANCE**

The School District will select an insurance carrier and pay the premium to provide the following dental benefits:

CLASS I

(Diagnostic Services, Preventive Services, Palliative Treatment)

CLASS II (Restorative Services, Endodontic Services, Periodontal Services, Oral Surgery, Repairs, Adjustments and Relining of Denture and Bridges, adjunctive General Services).

CLASS III (Construction and Replacement of Dentures and Bridges)

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy five percent (75%) to full time teachers and their eligible dependents after the teacher has completed one (1) year of continuous employment in the School District. Class I, II and III benefits shall be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September, 1988 the District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen at a fifty percent (50%) benefit level (co-pay) with a \$1,000 maximum per eligible member.

The insurance carrier selected by the School District shall provide in its policy a provision of non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.

This provision shall be subject to the terms and conditions specified in the District's dental policy and any claim settled between the teacher and the insurance carrier shall not be subject to the grievance procedure.

### **SECTION F - VISION CARE INSURANCE**

The District will select an Insurance carrier and pay the premium to provide a basic Vision Care package for all full time teachers equal to the benefits presently provided in the MESSA-VSP2 plan covering the following:

1. Vision Examination with \$6.50 deductible
2. Lenses and Frames with \$18.00 deductible
3. Contact Lenses
  - a. Cosmetic - up to \$90.00 including exam
  - b. Non-Cosmetic - (correcting visual acuity) - payment in full

One vision exam, one pair of lenses and one frame are available during each plan year. One pair of contact lenses, including the exam cost, are available in lieu of all other plan benefits during each plan year.

## **SECTION G - LIFE INSURANCE**

The District will provide term life insurance protection for all full-time teachers regularly employed in the District in the amount of Forty Thousand Dollars (\$40,000.00). An additional Forty Thousand Dollars (\$40,000.00) of term life insurance will be provided to those teachers who elect not to be covered by the School District's Blue Cross-Blue Shield policy. This agreement shall be subject to the terms and conditions specified in the District's group insurance policy and any claim settlement between the teachers and the above carrier shall not be subject to the grievance procedure.

## **SECTION H - LONG TERM DISABILITY**

The District will pay the premium to UNUM, being the premium on the Policy Number 0374237, to provide long term disability insurance for all full time teachers regularly employed, but the District shall have the right to change the insurance carrier as long as the basic benefits and options set forth in Washington National Life Insurance's policy continue in effect in any policy issued by the subsequent carrier.

This provision shall be subject to the terms and conditions specified in the District's long term disability policy and any claim settled between the teacher and the insurance carrier shall not be subject to the grievance procedure.

## **SECTION I - LIABILITY**

The District agrees to continue the present liability coverage or its equivalent for all teachers.

## **SECTION I - WORKER'S COMPENSATION**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide.

In addition, the Board of Education will pay either the regular or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after injury or disease without loss of credit from the sick leave bank.

When the employee returns his/her sick leave bank will be returned to the balance on record before the time of injury or disease.

**SECTION K - LONGEVITY BENEFIT**

After the completion of twelve (12) years of total service to the Northville Public Schools:

Effective  
9/1/95

1. The following will be paid each year until the completion of the fifteenth (15th) year: \$ 450

Effective  
9/1/95

2. After the fifteenth (15th) year, the following will be paid each year until the completion of the twentieth (20th) year: \$ 750
3. After the twentieth (20th) year, the following will be paid each year until the completion of the twenty-fifth (25th) year: \$1900
4. After the twenty-fifth year, the following will be paid until severance from the system: \$2700

Said sum will be paid with the first paycheck in December of each school year and will be considered a part of the teacher's contracted salary.

**SECTION L - RETIREMENT PAY**

Any teacher who retires after ten (10) years of active service to the Northville Public Schools shall be eligible to receive a payment of twenty dollars (\$20.00) for each unused sick day, providing the teacher notifies the District of his intention to retire no later than seventy (70) days prior to the last teacher work day of the calendar year.

Retirement shall be defined as the discontinuance of regular teaching in any Michigan Public School System and receipt of Retirement payments from the Michigan Public School Employees' Retirement Fund.

### **SECTION M - TUITION REIMBURSEMENT**

Teachers will be fully reimbursed for actual tuition expenses paid not to exceed Nine Hundred Fifty Dollars (\$950.00) for the 1995-96, 1996-97 and 1997-98 school years.

1. To be eligible for reimbursement:
  - a. Teachers must continue in the employ of the District for a minimum of one semester following the completion of the course for which tuition is requested and provided further that newly employed teachers must complete one semester of teaching before they are eligible to receive tuition reimbursement.
  - b. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
  - c. The credit hours must be graduate class hours (in the 500 series or above). All other hours including independent study hours, must have the prior approval of the Superintendent or the Superintendent's designee.
  - d. The graduate credit hours must be on a degree program related to the teaching area of instruction in the regular school day program or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
  - e. The credit hours must have been earned from a college or university accredited for teacher education.
2. Qualification for tuition reimbursement will include:
  - a. Completed application form as provided by the District.
  - b. Appropriate verification indicating satisfactory completion of course(s) taken and, if required, the teacher's planned course of study.
  - c. Copy of appropriate tuition receipt.
  - d. Copy of Superintendent's approval if approval was required.
3. The deadline for filing application for tuition reimbursement will be :

- a. Courses which are concluded between February 1 and July 15 of the same calendar year: October 1 or February 15.
  - b. Courses which are concluded between July 16 and August 31 of the same calendar year: October 1 or February 15.
  - c. Courses which are concluded between September 1 and January 31 of the same school year: February 15 or October 1.
4. Eligible tuition reimbursement for courses completed in accord with this section shall be made within fifteen (15) days following deadlines (October 1 and February 15) for filing for same.
  5. If a teacher does not make application within the two specified deadlines immediately following the completion of his/her course(s), he/she shall forfeit his/her right to tuition reimbursement.

#### **SECTION N - EXTRA CREDIT PAY**

The District agrees to pay Four Hundred Twenty Dollars (\$420.00) for twenty (20) semester hours of graduate credit beyond that of the B.A. Degree. Once a teacher reaches the M.A. schedule, extra credit pay beyond the B.A. is canceled and a rate of Two Hundred Fifty Dollars (\$250.00) will be granted for each group of ten (10) hours beyond his/her new salary schedule until he/she reaches the M.A. +30 at which time Three Hundred Dollars (\$300.00) will be added for a maximum total of Eight Hundred dollars (\$800.00) above the M.A. Degree salary step. A teacher with an earned Ph.D. or Ed.D. Degree will be granted a maximum total of Twelve Hundred Dollars (\$1200.00) above the M.A. salary.

To be eligible for extra credit pay:

1. The credit semester hours must have been earned after the teacher has received his/her provisional certificate.
2. The credit hours must be graduate class credit hours in the 500 series or above. All other hours, including independent study, must have the prior approval of the Superintendent or the Superintendent's designee.
3. The graduate credit hours must be on a degree program and be directly related to the teaching area of instruction in the regular school day program, or be a graduate credit hour set forth specifically in the teacher's planned course of study leading to a graduate degree in education. All other hours must have the prior approval of the Superintendent or the Superintendent's designee.
4. Credit for quarter hours shall equal 2/3 of a semester credit hour.

5. The credit hours must have been earned from a college or university accredited for teacher education.

The above criteria for extra credit pay shall be applicable to all advanced degrees beyond the bachelors.

#### **SECTION O - DRIVER EDUCATION**

The rate of pay for the driver education program will be \$17.45 per hour for the 1995-96 school year. This rate will be increased for the 1996-97 and 1997-98 school years by the same percentage increase which is applied in establishing the salary schedule for those years. Class load limit and other policies which govern the operation of the driver education.

#### **SECTION P - OUTSIDE EXPERIENCE CREDIT**

The School District, at its option and in its discretion, may place a newly hired teacher on the salary schedule from Base to Step 8 inclusive depending upon the teacher's outside teaching or related experience.

#### **SECTION Q - ESTABLISHMENT OF SALARY FOR NEW POSITION**

When a new position is placed in existence or an existing position is changed or combined with another position, either of which cannot be properly placed in the existing salary schedule, the Board will notify and discuss with the Association in advance of establishing a salary for such position.

### **ARTICLE VII - WORKING CONDITIONS**

#### **SECTION A - GENERAL**

The parties to this Agreement recognize that availability of satisfactory school facilities for both students and teachers is necessary to insure the desirable high quality of education which is the objective of both the employee and the District. Therefore, the District agrees to keep the schools owned by the District reasonably and properly equipped and maintained.

The Board agrees to provide a work place with adequate heating, ventilation and lighting. However, this provision is not subject to arbitration.

Further, it is recognized that the primary duty and responsibility of the teacher is to teach, and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

## **SECTION B - WORK YEAR**

1. The School District agrees to review and discuss the school calendar with the teachers; however, the District reserves the right to make the final decision. The District and the Association agree that the school year will not constitute more than 189 teacher work days and that teachers will be in the classrooms with the children for instructional purposes not less than 182 days. The SMI/SXI calendar shall constitute no more than 232 teacher work days and not less than 230 days with the children for instructional purposes.
  
2. **ADDITIONAL WORK DAYS:** Additional days of work (compensation based on the individual's daily rate):
  - a. Counselors and Librarians - five (5) days as determined by the principal upon consultation with the individual involved. An additional five (5) days may be granted any employee qualifying under this provision subject to the recommendation of the building principal and the approval of the Superintendent.
  
  - b. Notification by a teacher that services have been performed in accord with the provisions of this paragraph shall be filed by the teacher with the building principal on a form provided by the District and available in the principal's office. Said form shall be filed within ten (10) working days from the date of performance of service provided, however, if the services are performed in consecutive working days, said form shall be filed within ten (10) days from day of last performance.
  
3. **ADDITIONAL SERVICES FOR NON-INSTRUCTIONAL DUTIES:**
  - a. Teachers who can demonstrate need for performance of non-instructional tasks outside of teaching hours shall make application for approval to perform such duties.
  
  - b. Said application shall state the task necessary to be performed and the estimated time required.
  
  - c. Said application shall be submitted through the appropriate principal or administrator.
  
  - d. Upon approval of the application by the Superintendent, all work shall be reimbursed at an hourly rate of \$15.53 per hour for the 1995-96 school

year. This rate will be increased for the 1996-97 and 97-98 school year by the same percentage increase which is applied in establishing the salary schedule for those years.

Notification by a teacher that services have been performed in accord with the provisions of this paragraph shall be filed by the teacher with the Building Principal on a form provided by the District and available in the Principal's office. Said form shall be filed within ten (10) working days from the date of performance of services provided, however, if the services are performed in consecutive working days, said form shall be filed within ten (10) days from day of last performance.

### **SECTION C - WORK DAY**

1. **LENGTH OF TEACHING DAY:** The normal teaching day in all schools shall not exceed a consecutive time period of seven and one-half (7 - 1/2) hours.

High School teachers will report for work fifteen (15) minutes before classes begin.

Middle School teachers will report for work thirty (30) minutes before classes begin.

Elementary teachers will report forty-five (45) minutes before classes begin.

SEP teachers are to report for work forty-five (45) minutes before classes begin. During the 45 day SMI/SXI calendar the normal teaching day is not to exceed a consecutive time period of five (5) hours.

On Fridays and days preceding a holiday, teachers may leave at their discretion following the close of school.

2. **LUNCH HOUR:** Elementary teachers shall be scheduled for a duty-free lunch period of approximately sixty (60) minutes. Middle School and High School teachers shall be scheduled for a duty-free lunch period of approximately forty (40) minutes. SEP teachers shall be entitled to a thirty (30) minute duty-free lunch period during the 187 day SEP calendar, to be taken at a time as directed by the building supervisor.
3. **PREPARATION TIME:** In addition to the thirty five (35) minutes at the beginning of each school day, elementary teachers will be provided a minimum of one hundred seventy (170) minutes of preparation time per week which is to be scheduled in meaningful units giving consideration to the best interest of both pupils and teachers, of not less than five (5) units per week and at least thirty (30) minutes in duration. Elementary teachers shall use for preparation time that during which their entire class is receiving instruction from other personnel except when their presence in the

classroom is essential to the understanding of the total program. For the 1993-94 school year this will be increased to two (2) collegial planning periods of not less than forty minutes duration each.

The District will attempt to schedule the one hundred seventy (170) minutes of preparation time and the forty (40) minute collegial planning periods using such other personnel for each elementary classroom at least four times per week unless the financial conditions of the District, the building facilities available, and the best interest of the District as deemed administratively feasible require otherwise.

It is understood that preparation time, exclusive of the lunch hour, is time when the teacher is not involved with the direct supervision of students.

4. The normal weekly scheduled teaching load in the middle school and high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. No deviation from these norms except in cases of emergencies shall be authorized without prior consent of the teacher and the Association.
5. For SEP teachers, the normal teaching hours with students shall be five (5) hours and fifteen (15) minutes for the 187 day calendar and four (4) hours for the 45 day summer SMI/SXI calendar.
6. It is understood by the parties that the preceding provision for preparation time and lunch period are subject to such things as field trips and shortened daily schedules.

#### **SECTION D - TEACHING LOADS**

1. It is recognized by the District and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number as indicated by the financial conditions of the District, the building facilities available and the best interest of the District as deemed administratively feasible.
2. The Board of Education will strive to maintain the following class size averages:

Kindergarten	25 to 1
Grades 1-5	28 to 1
Middle School	29 to 1
High School	29 to 1
3. The language in #2 above, is not subject to the grievance procedure.

## **SECTION E - ASSIGNMENTS**

1. To insure that pupils are taught by teachers who are working within their area of competence and in their area of interest whenever possible, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.
2. Prior to the time that teacher assignments are made for the subsequent school year, the District agrees to meet with the Association to discuss staff assignments.
3. Each teacher shall receive his/her teaching assignment prior to the close of the school year. If a change in assignment is made thereafter by the School District, the teacher shall be notified as soon as possible. Upon request, a teacher may discuss the matter with the Personnel Office.
4. **TEACHERS SUBSTITUTING** - Every reasonable attempt will be made to secure a substitute teacher from the first day of the regularly assigned teacher's absence.

A teacher shall not be assigned as a substitute without his/her consent except in cases of emergency.

An emergency situation shall exist when a teacher is tardy or must leave the classroom due to sudden illness, personal or other family emergency.

A state of emergency shall exist until the District can obtain a regular substitute teacher.

Teachers shall not be assigned as substitutes without extra compensation.

If a teacher is assigned as a substitute, he/she shall be paid at a rate of \$17.45 per period for the 1995-96 school year. This rate will be increased for the 1996-97 and the 1997-98 school years by the same percentage increase which is applied in establishing the salary schedule for those years.

When a teacher is absent from his/her classroom due to an approved school activity, department heads and teachers involved will strive to cover the assignments without cost to the District.

Notification by a teacher that services have been performed in accord with the provisions of this paragraph shall be filed by the teacher with the Building Principal on a form provided by the District and available in the Principal's office. Said form shall be filed within ten (10) working days from the date of performance of services provided; however, if the services are performed in consecutive working days, said form shall be filed within ten (10) days from day of last performance.

consecutive working days, said form shall be filed within ten (10) days from day of last performance.

5. The District agrees to relieve regular K-12 teachers of bus duty and any formal patrol duty.
6. The District will strive within its means to insure that secondary teachers will not be assigned more than three preparations in academic areas at any one time. (Academic areas are Mathematics, Science, English, Social Studies.)
7. **CHAIRPERSONS** - The District agrees to name a total of six (6) high school chairpersons and six (6) middle school chairpersons. The District agrees to name a total of six (6) elementary grade level chairpersons per elementary K-5 building and an additional six(6) district wide chairpersons representing Art, Music, Physical Education, Media, ALPS, and Special Education. The areas of responsibility (not duties) of the chairpersons shall be agreed upon between the District and the Association.

The six (6) High School chairpersons will be provided one hour of released time in lieu of additional compensation.

Chairpersons in the Middle Schools shall be compensated in relationship to the number of teachers in the department or the area in which they serve as a chairperson.

Persons named by the administration to serve in capacity of chairperson shall receive compensation in accordance with **Appendix C**.

15 or more teachers	Schedule C
10 - 14 teachers	Schedule D
5 - 9 teachers	Schedule E
0 - 4 teachers	Schedule F

For purposes of determining compensation under this subsection, one (1) "teacher" is understood to mean five (5) teaching hours per day, and teachers teaching a grade or subject less than five (5) teaching hours per day within a particular area of responsibility shall be counted fractionally (e.g. 1/5, 2/5, etc.) but fractional totals shall be rounded to the nearest whole number.

Chairpersons shall not be considered supervisory personnel.

Members of the affected departments will be allowed to recommend up to three (3) members of that department who shall be considered along with other candidates of the principal's choice for final selection. The appointment will be made by the principal(s) subject to the approval of the Superintendent.

Duties which chairpersons are expected to assume are the following:

- a. To serve as chairpersons for all departmental meetings. Reports of these meetings to be submitted to their principal(s).
- b. To hold at least one (1) department meeting per month and attend monthly department chairperson meetings scheduled by the principal. At the elementary level, to coordinate collegial planning periods and to attend cabinet meetings as scheduled by the principal.
- c. Coordinate field trips.
- d. To coordinate information regarding conferences, staff development and grade level student activities, as appropriate.
- e. Oversee curriculum changes, textbook selections and the department budget.
- f. Oversee textbook, equipment and material inventory for the department.
- g. It shall be assumed that persons appointed to this capacity will make themselves available to administrators and teachers in departments on reasonable occasions so that their duties may be properly fulfilled.

A person appointed to the position of chairperson shall not be eligible to maintain the position for more than two (2) consecutive years except in those cases where the principals deems it appropriate and the chairperson maintains endorsement of department affected.

#### **SECTION F - TEACHING FACILITIES:**

1. The Board agrees to continue to provide in school buildings owned by the District:
  - a. Closet space for teachers to store personal belongings and storage space in classrooms for instructional materials and chalkboard space in classrooms.
  - b. A teacher work area containing adequate equipment and supplies to aid the preparation of instructional materials, if facilities are available without substantial capital outlay.
  - c. Upon the request of the Association, a beverage vending machine will be placed in staff lounges providing the machines are self-supporting after a one

year period and the Association maintains the machine it may have the proceeds.

- d. Adequate parking facilities shall be made available to teachers; such facilities shall be properly maintained kept separate from student parking.
2. In school buildings not owned by the District or in the buildings owned by the District, but utilized in the SEP program, every effort will be made to provide such facilities set forth under Paragraph 1 above, but the failure to provide such facilities may not be subject to the arbitration provisions of this Agreement.
3. The Board agrees to continue to provide copies of texts used in courses teachers are assigned to teach; necessary material, such as record books, paper, pencils, etc., to enable the teacher to effectively carry out assigned teaching tasks.
4. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession and agree to give consideration to any recommendation submitted by teachers concerning the above items.

In the event the Association desires to review the improvement of such tools with the Board, a committee will be formed pursuant to Section G of this Article.

## **SECTION G - FACULTY COMMITTEES**

1. As necessary, committees will be established to review needs in the following areas:
  - a. Curriculum
  - b. Audio-Visual Program
  - c. Contract Implementation
  - d. Teaching Tools
  - e. Class Loads

Such committees will be composed of members selected by the Board and the Association. In the event the Association declines to participate in any study, the Board retains the right to establish a committee for such study. Written reports of the research, findings and recommendations of such committees shall be presented for consideration by the Board in making its policy decisions in such matters through the Superintendent.

2. In the case of a textbook committee, the committee's report shall contain its choices. If the Superintendent concurs, the Board will make its selection from among the

enumerated choices unless it has serious objections, in which case it will inform the committee of its rejection and the reasons for such action.

#### **SECTION H - INTERN PROGRAM**

The District will consult with the Association in advance of instituting any new teacher intern program or expansion of present program.

Such program shall not involve more than five (5) persons assigned to the District and no more than two (2) persons per building. Teacher interns will be subject to the terms of this Agreement, excluding economic provisions, provided such terms are not in conflict with the conditions established by the participating universities.

#### **SECTION I - RESPONSIBILITIES DURING THE CONTRACTUAL DAY**

1. Faculty meetings will be scheduled during the normal work day. Staff will be provided with a forty eight (48) hour advance notice. Normally, faculty meetings will not exceed thirty (30) minutes in length. Staff meetings will not exceed one (1) per month. When the administration determines that an emergency situation exists, the preceding conditions will be suspended.
2. Whenever possible, Special Education I.E.P.C's and related evaluations will be scheduled during the normal work day.
3. Collegial and department meetings will be held during the contractual day.

#### **SECTION J - USE OF TOBACCO ON DISTRICT PROPERTY**

Pursuant to Public Act 140 of 1993, the use of tobacco products in all school district buildings is prohibited. Additionally, the use of tobacco products shall be prohibited on all school district property, except during weekends, on holidays and after 6:00 p.m. until 6:00 a.m. on school days.

#### **SECTION K - TEACHERS OF SPECIAL CLASSES**

The district will make every reasonable effort to provide traveling teachers and teachers of Art, Music, Physical Education and Media with the following:

1. A representative of the Association and the teachers of Art, Music, Physical Education and Media will be given the opportunity to meet with the principal(s),

prior to the final master schedule being adopted for the purpose of offering their input. The final copy of the master schedules of each building will be provided to the Association.

2. Minimum of fifteen (15) minutes will be provided to travel to assignments between buildings.
3. Mileage reimbursement for travel between buildings at the rate established by the Internal Revenue Service. The teacher will be responsible for submitting all appropriate forms as provided by the District. Mileage reimbursement checks will be written twice per year at the end of each semester.
4. Traveling teachers will be assigned to a base building by the Administration at the beginning of each year. Following the completion of a master schedule, the traveling teacher will meet with the principal for the purpose of determining the one building where the teacher will attend staff meetings and the Open House.
5. The District will attempt to provide five minutes between the end of one class and the start of the next. The class schedules of secondary schools may reflect a different amount of time between classes.
6. Teachers of Art, Music, Physical Education and Media who are not currently compensated under Appendix C, will receive a stipend of \$100 for each performance which occurs during hours beyond their normal work day.

#### **SECTION L - COMBINATION CLASSROOMS/SECONDARY SPECIAL SITUATIONS**

When, in the opinion of the Northville Board of Education, conditions exist that make it necessary for combination classrooms to be created at the elementary level, the District will attempt to observe the following:

1. Whenever possible, the enrollment in elementary classes will be two (2) students less than the largest class at the grade levels that make up the combination class.
2. Every reasonable effort will be made to avoid assigning students to a combination class who have been diagnosed and had an I.E.P.C. which identifies them as a special needs student. If this results in an imbalance of special needs students in the regular classes, the affected grade level teacher(s) will meet with the building administrator to determine if adjustments can be made.
3. Whenever possible, the distribution of the two grades of a combination classroom will be balanced so that no less than ten (10) students from one grade level are included in the combination.

4. The District will not assign probationary teachers to a combination classroom. The assignment to teach a combination classroom shall be rotated between staff members assigned to the elementary level (primary or upper elementary). When assignment cannot be achieved through the rotation process, the involuntary transfer language will be in effect.

When, in the opinion of the Northville Board of Education, it becomes necessary to assign secondary teachers to instruct two (2) levels of curriculum or two (2) different classes during the same hour, the District will attempt to observe the following:

1. The affected teacher will be consulted prior to the assignment being finalized.
2. An attempt will be made for the class enrollment of two (2) level classes to be below the average class size of other classes in the same department.
3. The enrollment in classrooms with lab space and work stations will be determined by the number of lab spaces and work stations that are available. In cases where enrollment goes beyond the allocated spaces, the affected teacher will be consulted prior to the assignment being finalized.

### **SECTION M - I.E.P.'S**

When multiply handicapped and/or medically fragile students are enrolled in a regular classroom as the result of an I.E.P., the District shall make every reasonable effort to observe the following:

- The receiving teacher shall take part in the I.E.P.
- The District shall provide teacher assistant and ancillary staff support as determined by the I.E.P. and the Administration.
- The District shall provide inservice and training to the teachers assigned to provide educational services to the student.
- The District shall make an effort to equally distribute students between classes at the same grade level within a building.

## **ARTICLE VIII - LEAVES**

### **SECTION A - SICK LEAVE**

1. All full time teachers who have less than five (5) years of credited teaching experience shall earn one (1) sick day a month or a prorated portion thereof for an annual total of 10 days for teachers on the 189 day calendar and 12 days for teachers on the 232 day calendar. All full time teachers who have five (5) or more years of credited teaching experience shall earn one and one-half (1-1/2) sick days a month

for a prorated portion thereof for an annual total of 15 days for teachers on the 189 day calendar and 18 days for teachers on the 232 day calendar.

2. All sick leave accumulated by a teacher prior to the effective date of this Agreement shall be credit and carried forward by said teacher. Any sick leave not used by the end of each school year shall be added to the sick leave available for the following year; however, sick leave may not be accumulated beyond 180 days.
3. Up to three (3) of these days may be used for family illness, subject to the approval of the Superintendent, or his designee. Family illness shall be considered the same as that which is reflected in Article VIII, Section C., Paragraph 1.
4. Any teacher whose personal illness extends beyond the period compensated under Sections 1 and 2 above, and has a minimum of ninety-three (93) school days of continuous employment, but less than two (2) years in the School District shall be granted a health leave, upon written request and a physician's recommendation, for a period not to exceed thirty (30) school days.

Any teacher whose personal illness extends beyond the period compensated under Sections 1 and 2 above, and has a minimum of two (2) years continuous employment in the School District, shall be granted a health leave, upon written request and a physician's recommendation, for a time period necessary for the teacher to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the Board of Education, or its designee. Any health leave under this Section 4 shall be without pay, fringe benefits, or seniority accrual except under conditions as defined in the Family Medical Leave Act.

5. In the event of an absence of a teacher due to personal illness or disability in excess of three (3) consecutive working days, then, at the District's expense, the Superintendent or his designee, may require the teacher to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.
6. If a teacher reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Personnel Office of this fact, and shall provide the Personnel Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the teacher's disability will commence and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that a teacher will comply with this Section at least six (6) months before the expected date of birth.

7. In the event a teacher is unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, then the Superintendent or his designee, may periodically require the teacher, at the teacher's expense, to submit a physician's statement verifying the continued medical necessity for the teacher's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
8. In all cases where the teacher has been absent for more than fifteen (15) working days, the teacher shall provide the Personnel Office, before returning to work, a physician's statement certifying that the teacher has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
9. In order to protect the children of the District, upon the recommendation of the Superintendent, the Board may, at its expense, have a teacher take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Association is informed of this action and given an opportunity, upon request, to review the matter with the Superintendent. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.
10. The Superintendent or his designee, may, at any time, require a teacher, at the District's expense, to be examined by a District appointed physician to determine if the teacher is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the teacher authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the teacher shall sign such documents and medical release forms which are necessary in order for the District's physician or Personnel Office to secure from the teacher's physician copies of all his/her pertinent medical records.
11. If a teacher's leave of absence due to illness or disability was fully compensated by paid sick days from the teacher's sick bank, and the leave of absence did not exceed fifty (50) school days, then upon submission to the District of the appropriate physician's statement, the teacher shall be assigned his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the full compensated leave of absence either exceeded fifty (50) school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the teacher shall be returned to work and assigned by the Superintendent, or his designee, to a position in the School District.

In the event an illness or disability necessitates that a teacher be absent more school days than what is compensated by the teacher's sick bank, and the teacher was granted an unpaid leave under Section 4 above, then, upon submission to the District of the appropriate physician's statement, the teacher shall be entitled, at the beginning of the school year following recovery, to be assigned by the Superintendent or his designee, to a vacated position for which he/she is certified. If no position is available at the commencement of the school year

following recovery, then the teacher shall be declared surplus and the District will follow the procedures of Article XII, Section 6.

12. Notwithstanding any other provision of Section A to the contrary, in the event a teacher is requested by the School District, at any time, to fill an available position in the bargaining unit following the teacher's recovery from the illness or disability, and the teacher does not report to work in that position on the designated date set forth in the notification, then such teacher shall have no further rights of reinstatement, and the teacher's failure of acceptance shall be treated as a resignation of employment.
13. When a teacher is granted a health leave of absence, he/she shall, upon reemployment, be placed on the same position on the salary schedule held prior to the leave of absence.
14. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the teacher if he/she would have been otherwise scheduled to work but for the illness or disability.
15. If the teacher's absence is, or can be reasonably expected to be more than thirty (30) working days, and the School District disputes the fact that the teacher is unable to work, the Association or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of the illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.

In cooperation with the parties, the American Arbitration Association shall establish a hearing date and the arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.

It shall be the sole and only function of the arbitrator, after due investigation, to render a decision whether the teacher was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the arbitrator's decision is

in favor of the School District, the arbitrator's decision shall require the teacher to return all monies expended by the School District in paying any salary and fringe benefits during the time the teacher was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the arbitrator under this provision.

The cost for the services of the physician arbitrator, including per diem expenses, and the cost for filing the Demand for Arbitration, shall be borne equally by the School District and the Association. All other expenses shall be borne by the parties incurring them, and neither party will be responsible for the expenses of the witnesses called by the other.

There shall be no appeal from the physician's arbitrator's decision, it shall be final and binding on the Association, its members, the teacher involved and the School District if the decision is within the scope of the physician arbitrator's authority as set forth above.

16. If the School District disputes the illness or disability of the teacher, and the absence of the teacher will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to law and will not be subject to resolution by Section A-15 above.
17. As used herein, the term physician shall refer to a licensed physician M.D., or a licensed osteopath, O.D., or to a hospital or clinic wherein the teacher was treated by licensed physician or osteopath.

#### **SECTION B - ABSENCE PRIOR TO OR FOLLOWING HOLIDAY OR VACATION**

Absence or other than illness on the day before or after a vacation or holiday shall be subject to the approval of the Superintendent of Schools.

#### **SECTION C - LEAVES OF ABSENCE WITH PAY**

Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

1. **BEREAVEMENT:** A death in the immediate family (father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents or children) up to three (3) days if the distance is within a 200 mile radius of the teacher's home and four (4) days outside this radius. The leave of absence shall occur within one week of the funeral.

2. **BUSINESS DAYS:** All full time teachers who have been employed in the District for one (1) semester will be entitled to one (1) day a semester to conduct business transactions which cannot be handled outside teaching hours. Teachers on the SMI/SXI calendar shall be entitled to one (1) day for each half of the 189 day calendar and one day for the 45 day calendar. Requests for a day preceding a vacation or holiday or for two consecutive days will require one week prior notification and the approval of the Superintendent or his designee. Unused days will be added to the individual sick leave bank at the end of the school year.

During the course of a year extenuating circumstances may require an additional personal business day. An additional day may be granted by the Superintendent with prior approval and the day will be deducted from the teacher's sick leave.

3. **CONFERENCE/VISITATION:** The Board agrees to budget \$10,000.00 to enable teachers to attend Administration approved visitations to other schools or to attend conferences and conventions. These funds shall be used to cover the cost of substitutes and teacher expenses.
4. **EDUCATION ASSOCIATION ACTIVITIES:** The Board further agrees to release teachers designed by the Association to attend such activities as Michigan Education Association Representative Assembly, Michigan Education Association and/or National Education Association Department meetings and Michigan Education Association and/or National Education Association conventions under the following conditions:
  - a. The Superintendent will be notified ten (10) days in advance of the affected individual and the date he/she will be absent.
  - b. The District shall not be required to release more than three (3) teachers at any one time no more than six (6) in one year.
  - c. All travel expenses will be borne by the individual or the Association.
5. **PRESIDENT'S RELEASED TIME:** The president of the Association shall be entitled to four (4) business days per year with the substitute teacher's salary paid by the Association. Two (2) additional days will be available with the District and the Association sharing equally the president's salary and the substitute teacher's salary. One (1) week's prior notification to the appropriate principal will be given whenever possible.

#### **SECTION D - PERSONAL LEAVE**

1. A thirty (30) day personal leave of absence or less may be granted a teacher upon the discretionary approval of the Superintendent of Schools or his designee, upon such

terms and conditions as may be agreed upon by the teacher and the Superintendent of Schools or his designee.

2. Personal leaves of absence in excess of thirty (30) school days may be granted, upon the discretionary approval of the Board of Education or its designee, upon such terms and conditions as may be agreed upon by the Board of Education, the Association and the teacher.
3. If a personal leave of absence is granted pursuant to Section 1, seniority will accrue. If it is granted pursuant to Section 2, seniority does not accrue.

### **SECTION E - STUDY LEAVE**

A one (1) year leave of absence without pay and fringe benefits may be granted by the Board upon written application for pursuing studies related to professional growth under the following conditions:

1. The applicant shall have a minimum of three (3) years continuous service in the District prior to the date of such leave.
2. The applicant shall give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice shall constitute a notice of resignation.
3. The teacher shall be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she shall, upon reemployment, retain and be granted the following rights:
  - a. The regular salary increment occurring during such period.
  - b. Unused sick leave held at the start of the leave of absence.
5. A renewal of said leave shall be at the discretion of the Board.
6. Teachers on this leave will be eligible for tuition reimbursement in accord with Article VI, Section D.
7. Any study leave granted under this Section shall be without pay, fringe benefits, and seniority will continue to accrue.

**SECTION F - M.E.A. (STATE)/N.E.A. (NATIONAL) ASSOCIATION PRESIDENCY:**

Michigan Education Association or National Education Association President

1. A teacher who is elected president of the National Education Association or the Michigan Education Association shall be granted a leave without pay, fringe benefits, or seniority accrual for a period not to exceed two (2) years, providing the employee has been in the employ of the District for a minimum of three (3) continuous years. A renewal of said leave shall be at the discretion of the Board.
2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice shall constitute a notice of resignation.
3. The teacher shall be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she shall, upon reemployment, retain the following employment rights held by him/her before such leave was granted.
  - a. Unused sick leave held at the start of the leave of absence.
  - b. The regular salary increment occurring during such period shall be allowed.

**SECTION G - MILITARY LEAVE**

1. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States. This leave of absence will be without pay, fringe benefits, or seniority accrual.
2. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the School District and shall be reinstated upon completion of such service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended. Upon reemployment, unused sick leave held at the start of the leave shall be restored.

## **SECTION H - PEACE CORPS/VISTA**

1. A one (1) year leave of absence without pay, fringe benefits, or seniority accrual may be granted by the Board upon written application, to any teacher who has been employed for there (3) consecutive years in the District, for duty in the Peace Corps or Vista. Further extensions shall be at the discretion of the Board. This leave shall be granted without pay, fringe benefits, or seniority accrual.
2. An employee on such a leave of absence must be given written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice shall constitute a notice of resignation.
3. The teacher shall be entitled to return to his/her same position if and when it is available or the first available position for which he/she is certified.
4. When an employee is granted such a leave of absence, he/she shall, upon reemployment, retain the following employment rights held by him/her before such leave was granted:
  - a. The same position on the salary schedule held prior to the leave of absence.
  - b. Unused sick leave held at the start of the leave of absence.

## **SECTION I - PUBLIC OFFICE LEAVE**

1. A one (1) year leave of absence without pay, fringe benefits or seniority accrual may be requested in writing by a teacher who has been employed for three (3) consecutive years in the District, to campaign for himself/herself, or serve in, an elected public office. Such leaves may be granted for a period not to exceed one (1) year by the Board; providing the leave is to commence prior to the beginning of, or at the conclusion of a school year. A renewal of said leave shall be at the discretion of the Board.
2. An employee on such a leave of absence must give written notice to the Superintendent of Schools by March 1st of the year the leave expires of his/her intention to return or resign, providing that failure to furnish such notice shall constitute a notice of resignation.
3. The teacher shall be entitled to return to his/her same position, if and when it is available or the first available position for which he/she is certified.

4. When an employee is granted such a leave of absence, he/she shall, upon reemployment, retain the following employment rights held by him/her before such leave was granted:
  - a. The same position on the salary schedule held prior to the leave of absence.
  - b. Unused sick leave held at the start of the leave of absence.

#### **SECTION J - EXPERIENCE CREDIT AT START OF LEAVE**

If a teacher's leave begins after April 1 (June 1 for teachers on the SMI/SXI calendar), but prior to the close of school of any school year, he/shall be credited with a full year's experience as it relates to placement on the salary schedule.

#### **SECTION K - INSURANCE COVERAGE DURING LEAVE**

Teachers may pay one year's premium on life and medical insurance in advance at the time a leave is granted for:

1. Health leave not involving a disability.
2. Professional growth leave.
3. Personal leave.

#### **SECTION L - SEP SUMMER LEAVES OF ABSENCE**

1. By December 15th of each year the District agrees to post four 45 Day Leaves and nine 15 Day Leaves for the shortened summer school days.
2. On or before January 15 an SEP teacher who has been employed at least two (2) continuous school years may file a written request with the Personnel Office for a forty-five (45) or a fifteen school day (15) leave of absence on a form provided by the District.
3. The granting of a summer leave will be on the basis of seniority and previous leave experience (paid or unpaid).
4. A teacher will be eligible for a summer leave every third year. If all of the leave openings are not taken in a given year, then leaves may be granted more frequently, based on seniority and previous leave experience (paid or unpaid).

5. The granting of a leave of absence shall be at the sole discretion of the Superintendent or the Superintendent's designee and the denial of the leave at any time shall not be the basis of a grievance nor subject to the grievance procedure.
6. The following are some of the factors which will be considered by the School District:
  - a. The requested leave was timely filed by January 15.
  - b. The teacher has been continuously employed at least two (2) years prior to the filing of the application for leave.
  - c. The request seeks a leave during the shortened summer days.
  - d. The ability of the School District to provide coverage of the teacher's duties during the leave of absence.
  - e. The number of teachers requesting leaves of absence from any particular building and/or from any particular classification.
  - f. The fact that a teacher has higher seniority among those teachers in a particular building and/or particular classification who are requesting leaves.
  - g. Whether the teacher has previously been granted a leave of absence under this Article.
7. If after considering the above factors the Superintendent or the Superintendent's designee decides to grant the leave, then the teacher will be notified in February that the leave has been approved.
8. If a teacher is granted a leave of absence, it will be without pay, fringe benefits (excluding sick and business days) will be paid and seniority will accrue. Upon expiration of the leave the teacher will be assigned to a position within the School District unless the teacher was laid-off pursuant to Article XII.

#### **SECTION M - FAMILY AND MEDICAL LEAVE ACT**

The District shall grant per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the

commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.

•Eligible employees may take up to twelve (12) weeks of unpaid leave or 30 days of leave in accordance with Article VIII, Section D (the total length of the leave may not exceed 12 weeks) for one or more of the following reasons:

- A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- B. Because of the placement of a son or daughter with the employee for adoption or foster care.
- C. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- D. The employee's own serious health condition, that makes the employee unable to perform the functions of the employee's position.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.

When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee shall require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District shall be final.

If an employee's leave ends within two (2) weeks of the end of a semester, the District may require the employee to delay their return until the beginning of the next semester. The decision shall be made by the Board of Education and not subject to appeal.

Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee shall be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

The District at it's sole option may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee shall be required to draw their personal accrued sick bank below a total of twenty (20) days.

## **ARTICLE IX - PROTECTION OF TEACHERS**

### **SECTION A - ADMINISTRATIVE SUPPORT**

Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The District further recognizes that the regular K-12 teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students identified by competent personnel.

### **SECTION B - ASSAULT**

Any case of assault upon a teacher which had its inception in a school centered problem should be promptly reported to the Board or its designated representative. If physical force or threat of same was by a pupil(s) in the secondary school, the student(s) shall be suspended immediately by the administration until the situation is resolved through a conference between the administration and the student's parent.

If the assault is by an adult person, who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities. In either case, the Board shall provide legal counsel to advise the teacher of his/her rights

and will cooperate fully with the law enforcement and judicial authorities regarding the handling of the incident.

### **SECTION C - COMPLAINTS**

Any serious complaints by a parent or student directed toward a teacher shall be put in writing and promptly called to the teacher's attention.

Anything derogatory being placed in a teacher's personnel file shall be brought to the attention of the teacher before filing.

The teacher has the right to include a response to same, which will be placed in his/her file.

### **SECTION D - LOSS OR DAMAGE/PERSONAL PROPERTY**

If in the performance of regular or assigned teaching duties a teacher, without negligence on his/her part, shall suffer loss of or damage to his/her clothing or other personal property, to the extent of ten dollars (\$10.00), but not more than two hundred dollars (\$200.00) in any school year, the Board shall make reimbursement provided that this Section shall not apply to loss of money or damage to a teacher's automobile.

Notification by a teacher that he/she has incurred expenses in accord with the provisions of this paragraph shall be filed by the teacher with the Building Principal on a form provided by the District and available in the Principal's office. Said form shall be filed within ten (10) working days from the date of loss or damage.

Failure of a teacher to comply with this provision shall constitute forfeiture of rights of payment and/or reimbursement.

### **SECTION E - LOST TIME**

Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless he/she is judged guilty by a court of competent jurisdiction.

### **SECTION F - PERIOD OF PROBATION**

1. The first four full school years of employment will be considered the probationary period for teachers.

2. Teachers under contract to the District prior to the 1993-94 school year who were progressing toward tenure are still governed by the two year probationary period with the third year option.
3. Teachers previously tenured in another District have a two-year expanded probationary period unless the Board decides to bypass this period.
4. Teachers under contract and progressing toward tenure after being employed in another district have no change in the number of years needed to regain tenure.
5. Social Workers, Psychologists, Physical and Occupational Therapists, shall, during the first two full school years of employment with the School District be deemed to be in a period of probation. Provided, a third year of probation may be required upon the Superintendent of Schools or his designee merely notifying the person at least sixty (60) calendar days prior to the completion of his/her second full year of employment that a third probation is being required.

Once a social worker, psychologist, physical or occupational thereapist completely satisfies his/her probationary period then he/she shall not be discharged for the character of his/her professional services without just cause. Provided, however, the discharge shall not be the basis of a grievance if the matter is subject to the procedures specified in the Teacher Tenure Act or if the social worker, psychologist, physical or occupational therapist elects to contest the discharge before the Teacher Tenure Commission.

## **ARTICLE X - NEGOTIATION PROCEDURE**

### **SECTION A - NEGOTIATING**

1. Not later than February 1 of the school year in which this Agreement expires, and upon written request of the Association, the Board or its designated representative agrees to begin negotiating with the Association over a Successor Agreement, in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning teachers' salaries, hours and other conditions of their employment. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.
2. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board agrees to make available to the Association, in response to reasonable written requests, available information concerning the financial resources of the District and tentative budget requirements and allocations.

3. If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

#### **SECTION B - RIGHT AND OPPORTUNITY TO MAKE PROPOSALS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement.

#### **SECTION C - RIGHT TO ACT**

Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

#### **SECTION D - MODIFICATION OF AGREEMENT**

This Agreement may not be modified in whole or in part by the parties except by mutual written agreement.

#### **SECTION E - MONTHLY CONTRACT MAINTENANCE MEETINGS**

Representatives of the Association and the Superintendent, and/or the Superintendent's designated representative, will meet on the last school day Thursday of each month for the purpose of review and evaluating mutual concerns within the Master Agreement.

Time of meetings between the parties will be mutually determined.

Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.

## **ARTICLE XI - VACANCIES, PROMOTIONS AND TRANSFERS**

### **SECTION A - SENIORITY**

1. Seniority shall be defined as total years of service to the Northville Public Schools computed from the first day a teacher reports to work. Previous teaching experience will determine placement on the seniority list among those teachers whose anniversary date is the same. In circumstances of teachers with the same number of years of experience, a drawing will be held to determine placement on the seniority list.

All seniority is lost when there is both a severance of employment and an interruption of service. Seniority rights for teachers on layoff would be determined under Article XII Section D.

2. In the event of a layoff, teachers shall be considered as being equal in seniority regardless of what track worked, as long as they have the same number of years experience within the District.
3. For purposes of layoff-recall, there shall be separate seniority lists for regular K-12 teachers and SEP teachers.

### **SECTIONS B - VACANCIES**

1. Whenever any opening within the bargaining unit for the coming school year arises by virtue of a newly created position, a death, leave or resignation, the District will publicize same by giving written notice of such vacancy to the Association and by providing the posting in every school building. No opening will be filled except in the case of emergency until such openings have been posted five (5) school days, provided, however, that any such vacancy which occurs between May 15 and the beginning of the next school year will be exempt from the provisions of this paragraph. Any certified and qualified teacher may apply in writing for said openings within the above time limits. After May 15 and until the first regular scheduled teacher work day of the new school year the District shall continue to post openings, but may fill same without regard to the above time limit.
2. During the summer months, the Board will post a composite in the Personnel Office for all vacancies occurring in the bargaining unit, newly created positions and positions within the professional staff which provides opportunity for promotion.
3. Whenever two or more teachers whose qualifications are relatively equal are being considered to fill an opening, preference shall be given to the applicant with the greater seniority within the District, provided that it is not in conflict with the

instructional requirements or best interest of the pupils. The filling of all such vacancies will be subject to the approval of the Superintendent.

4. The provisions of Section B shall not apply in the event there are teachers on layoff.
5. When a vacancy occurs, due consideration will be given to teachers covered by this agreement.

### **SECTION C - TRANSFERS**

1. An involuntary transfer (from one school to another) may be necessary to meet instructional and/or program requirements such as may happen in curriculum changes, student selections or other valid reasons. When the transfer is necessary for other than reduction in force, then the teacher being involuntarily transferred will receive a written explanation of the need for the transfer. If the reason given is based on the professional performance of the teacher, the action must be preceded by a period of evaluations, specific identification of weaknesses or deficiencies with recommendations for correction, and evidence of administrative support to the teacher; providing, however, there are not unusual circumstances requiring urgent action. This section may be grieved to the Board level, but the Board's decision is final and binding.
2. In the event of a teacher requested transfer to a vacancy, a sincere effort will be made by the Administration to place teachers in positions they desire providing they are certified and qualified for such position. Teachers who desire a transfer shall file a written statement with the Personnel Office by March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school.
3. A teacher who has voluntarily transferred into an experimental program may request a transfer back to his/her original grade or subject by filing a written request with the Personnel Office by March 1. If a timely transfer request is received, the teacher shall be reassigned the succeeding school year to a vacancy in his/her original grade or subject, or if no vacancy exists, to a position in his/her original grade or subject held by a teacher with less seniority. A teacher may only utilize this procedure once during his/her employment.

Additional experimental programs created during the term of this Agreement shall be covered by this Section upon the agreement of the Association and the School District.

## **SECTION D - PROMOTION**

1. For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position.
2. Notices of vacancies in administrative or supervisory positions shall be posted in an appropriately designated place in each school building for not less than five (5) school days prior to the closing date for filing applications. In the event such a vacancy occurs during the summer, notification shall be sent to the Association. Notices of such vacancies shall include the professional and personal qualifications necessary to fill the position and instructions for filing applications. All applications shall be in writing and shall be directed to the Superintendent.
3. The Association recognizes the Board's right and responsibility to make such promotions, and the decision of the Board shall be final.
4. The Board reserves its right to fill vacancies in administrative or supervisory positions on a temporary basis without giving notice as outlined in Article XI, Section D-2.

## **ARTICLE XII - LAYOFF AND RECALL**

### **SECTION A - LAYOFF OF K-12 PERSONNEL**

In the event the Board of Education elects to reduce the number of regular K-12 teachers through layoff of personnel, the following procedures shall apply:

1. When positions in a particular subject area in grades 7 through 12 are to be reduced by the Board, the teacher or teachers with least seniority who are teaching in the subject area shall be declared surplus.
2. When classroom positions in grades K through 6 are to be reduced by the Board, the classroom teacher or teachers with the least seniority teaching in the affected grade level shall be declared surplus.
3. Special instructional areas:
  - a. When positions within a special instructional area in the K through 6 (regular K-6 special education, counselors, music, physical education, art, speech therapy, reading, support services, psychologists, social workers, physical therapists and occupational therapists) are to be reduced by the Board, the teacher or teachers with the least seniority teaching in that instructional area

shall be declared surplus.

- b. When positions within special instructional areas (regular K-12 special education, counselors, music, physical education, art, speech therapy, reading, support services, psychologists, social workers, physical therapists and occupational therapists) in 7 through 12 grades are to be reduced by the Board, the teacher or teachers with the least seniority teaching in that instructional area shall be declared surplus.
4. Library positions:
    - a. When library positions within grades K through 6 are to be reduced by the Board, the librarian or librarians with the least seniority within those grade levels shall be declared surplus.
    - b. When library positions within grades 7 through 12 are to be reduced by the Board, the librarian or librarians with the least seniority within those grade levels shall be declared surplus.
  5. A surplus teacher will be assigned to any position declared vacant by the Board in the regular K through 12 program, which exists in the School District for which the teacher is certified and qualified (has had at least two (2) years teaching experience in the grade level vacancy, subject area vacancy or special instructional area vacancy). If two or more teachers are certified and qualified, the teacher with the most seniority shall be assigned to the vacancy.
  6. If no vacancy exists for a surplus teacher, then the surplus teacher may bump another teacher with less seniority by utilizing the following procedure.
    - a. A teacher declared surplus in a subject area in grades 7 through 12 may bump a classroom teacher in grades K through 12, or a teacher in the special instructional area, if the surplus teacher is certified and qualified (has had at least two (2) years of teaching experience in the particular grade level, subject area or special instructional area).
    - b. A K through 6 teacher declared surplus may bump;
      - A teacher within K through 6.
      - A teacher within grades 7 through 12 or a teacher in the special instructional area if the surplus teacher is certified and qualified (has had at least two (2) years of teaching experience in the particular 7 through 12 subject area or special instructional area).
      - A teacher in the special instructional area who is declared surplus may bump any other teacher if the surplus teacher is certified and qualified

(has had at least two (2) years of teaching experience in the particular grade level, subject area or special instructional area).

-A librarian who is declared surplus may bump a K through 12 classroom teacher, special instructional teacher, if the surplus teacher is certified and qualified (has had at least two (2) years of teaching experience in the particular grade level, subject area or special instructional area).

7. If a surplus teacher is not eligible to bump under the provisions of Paragraph 6 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher shall be laid off.
8. If a teacher on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence the teacher will be entitled to exercise his/her rights under Paragraph 5 or 6 above. If the teacher is not eligible under the provisions of Paragraph 5 and 6 above, then he/she shall be laid off.
9. In the event there are teachers on layoff, the Board at its option, may involuntarily transfer teachers to different positions without regard to Article XI, Section C, in order to declare a vacancy for which a laid off teacher is certified and qualified (has had at least two (2) years of teaching experience in the vacancy). If two or more laid off teachers are certified and qualified, the vacancy shall be awarded to the teacher with the most seniority. Before an involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer, the reasons for the transfer and to determine if a voluntary transfer can be secured which would accomplish the same purpose.
10. Teachers will be recalled from layoff to their original positions when the position is declared vacant by the Board or to a vacancy declared by the Board in the regular K through 12 program, for which the teacher is certified and qualified (has had at least two (2) years of teaching experience in the vacancy).
11. In order to facilitate the assignment of a teacher laid off, the Board of Education may waive the requirement of two (2) years of teaching experience in Paragraphs 9 and 10 above upon the recommendation of the Superintendent.

## **SECTION B - LAYOFF OF S.E.P. PERSONNEL**

In the even the Board of Education elects to reduce the number of SEP teachers through layoff of personnel, the following procedure shall apply:

1. When teachers of the mentally handicapped are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.

2. When speech pathologist teachers are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
3. When teachers of the orthopedically handicapped are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
4. When teachers of the emotionally distributed are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
5. When teachers of the homebound are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
6. When teachers of the blind are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
7. When teachers of the deaf are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
8. When teachers of students with learning disabilities are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
9. When teachers of students with special health problems are to be reduced by the Board, the teacher or teachers with the least seniority shall be declared surplus.
10. When psychologists are to be reduced by the Board, the psychologist with the least seniority shall be declared surplus.
11. When social workers are to be reduced by the Board, the social worker or social workers with the least seniority shall be declared surplus.
12. When occupational therapists are to be reduced by the Board, the occupational therapist or occupational therapists with the least seniority shall be declared surplus.
13. When physical therapists are to be reduced by the Board, the physical therapist or physical therapists with the least seniority shall be declared surplus.
14. A surplus teacher will be assigned to any position declared vacant by the Board, which exists in the SEP program, for which the teacher is certified and has the appropriate endorsement to teach in that vacancy. If two or more teachers are certified and have the appropriate endorsement, the teacher with the most seniority shall be assigned to the vacancy.
15. If no vacancy exists for a surplus teacher, the surplus teacher may bump another SEP teacher with less seniority, if he/she is certified and qualified (has the appropriate

endorsement to teach the students of the teacher he/she is bumping and has had two (2) years of teaching experience in the area of endorsement).

16. If a surplus teacher is not eligible to bump under the provisions of Paragraph 15 above, or in the event a teacher is bumped and is not eligible to bump, then the surplus teacher shall be laid off.
17. If a teacher on a leave of absence would have been laid off, but for the leave of absence, then upon expiration of the leave of absence the teacher will be entitled to exercise his/her rights under Paragraphs 14 and 15 above. If the teacher is not eligible under provisions of Paragraphs 14 and 15 above, then he/she shall be laid off.
18. In the event there are teachers on layoff, the Board at its option, may involuntarily transfer teachers to different positions without regard to Article XI, Section C, in order to declare a vacancy for which a laid off teacher is certified and qualified (has the appropriate endorsement to teach in that vacancy). If two or more laid off teachers are certified and qualified, the vacancy shall be awarded to the teacher with the most seniority. Before involuntary transfer is made, the Superintendent will meet with the Association to discuss the transfer and the reasons for the transfer and to determine if a voluntary transfer can be secured which would accomplish the same purpose.
19. Teachers will be recalled from layoff to their original positions when the position is declared vacant by the Board or to a vacancy declared by the Board in the SEP program for which the teacher is certified and qualified (has the appropriate endorsement to teach in that vacancy).

### **SECTION C - LOSS OF BENEFITS DURING LAYOFF**

During layoff neither salary nor fringe benefits will be paid, nor will sick days or increments accrue, but upon recall unused sick days and seniority held at the start of the layoff shall be reinstated.

### **SECTION D - RECALL RIGHTS**

A teacher shall be entitled to recall and retain his/her seniority rights for the length of his/her seniority or three (3) years, whichever is longer.

### **SECTION E - SECURING CREDENTIALS FOR VOCATIONAL EDUCATION OR READING REASSIGNMENT**

If a teacher is assigned a vocational education or reading position by the School District, then the teacher shall have one (1) year from the date of the notification of the assignment to

secure all the credentials required by the State in order for the School District to qualify for reimbursable aid. The failure of the teacher to secure the necessary credentials within the one (1) year period shall result in the teacher being permanently laid off from the vocational or reading position. Once a teacher is laid off from a vocational or reading position because of the failure to secure the necessary qualifications within the one (1) year period, then he/she shall not be entitled to bump, be recalled or assigned back into that position without the written agreement of the parties.

#### **SECTION F - NOTICE OF RECALL**

In the event a teacher whose services have been discontinued through layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Board's office, and such teacher does not notify the Board in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his/her acceptance, then such teacher shall have no further rights of reinstatement unless approved by the Board in writing.

It is understood that it is a teacher's responsibility while on layoff, to keep the Board informed in writing of his/her current address, and his/her failure to do so constitutes a waiver of his/her reinstatement rights.

#### **SECTION G - EXCEPTION TO QUALIFICATION REQUIREMENT**

The Association and the Board recognize that under certain circumstances it may be educationally desirable if the qualifications requirement (2 years of teaching experience) were eliminated in the bumping procedures set forth in Sections A and B above. Accordingly, upon the mutual agreement of the President of the Association and the Superintendent, a teacher declared surplus may bump a teacher with less seniority without regard to the surplus teacher's prior teaching experience.

### **ARTICLE XIII - TEACHER EVALUATION**

#### **SECTION A - EXPECTATIONS AND STANDARDS OF PERFORMANCE**

All teachers upon employment shall be apprised of the District's general expectations as regards their duties and responsibilities which shall be used as a broad basis for teacher evaluation. The District shall retain the right to establish and maintain the standards of teaching performance; however, it recognizes the role the Association can play in assisting the District in establishing and maintaining these standards.

## **SECTION B - OBSERVATION AND EVALUATION CONFERENCES**

The purpose of evaluation conferences is to improve instruction. The District recognizes that significant improvement in instruction can be enhanced through classroom observations. The following performance evaluation guidelines will be followed for teachers:

1. Each probationary teacher will work in consultation with their building principal to develop and Individualized Development Plan (IDP) that will guide the yearly evaluation and assess teacher's progress in meeting the goals.
2. Two classroom observations, a minimum of 60 days apart, will be conducted by the building principal and will be part of the annual year end performance evaluation completed yearly during the four (4) year probationary period.
3. The teacher will receive a copy of each written evaluation during this conference. Each conference will take place within 10 days of each observation.
4. Tenure teachers will be evaluated at least once every three years based on two classroom observations, a minimum of 60 days apart, conducted during the applicable three year period.
5. If a tenure teacher receives an evaluation that is less than satisfactory, the District will develop in consultation with the teacher an IDP. The evaluation conducted by the District during the evaluation period must assess the teacher's progress in meeting the goals identified in the IDP.
6. When a District fails to follow the required performance evaluation procedure during each evaluation period, it will serve as conclusive evidence that the teacher's performance for that school year was satisfactory.

## **SECTION C - EVALUATION PROCEDURE AND FORM**

Evaluation will be based upon the procedure set forth in the evaluation form as adopted by the District. The District will, however, cooperatively through its administration and the Association, constantly review and revise where necessary the evaluation form used in the District.

## **SECTION D - SCHEDULING OBSERVATIONS**

All observations of the instructional performance of a teacher will be scheduled at least 24 hours prior to the observation and conducted openly.

## **SECTION E - SUGGESTIONS FOR IMPROVEMENTS**

When in the opinion of the administration, a teacher's performance is judged to be unsatisfactory, the evaluation conference shall serve to identify areas of deficiency and suggestions for improvement. Suggestions for improvement will be included as part of the IDP (Section B).

## **SECTION F - ACCESS TO PERSONNEL FILE**

In keeping with past practice, teachers, upon reasonable requests, will be allowed to review their personnel file with the Personnel Office. If the teacher believes the material included in his/her personnel file is inaccurate or inappropriate, that teacher has the right to submit a written statement regarding the material in question.

## **SECTION G - NOTIFICATION OF NON-RENEWAL, DISCHARGE OR DEMOTION OF A PROBATIONARY TEACHER**

Prior to the Superintendent's formal public recommendation to the Board of Education of non-renewal or discharge of a probationary teacher, the Superintendent shall notify the President of the Association and the probationary teacher involved, and upon request, shall meet with them concerning this recommendation. Tenure teachers will not be discharged or demoted without just cause. Their rights for due process will be protected under the provision of House Bill 4209 and the grievance procedure through binding arbitration.

## **ARTICLE XIV - STRIKES AND SANCTIONS**

### **SECTION A - COMMITMENT TO THE CONSTRUCTION OF THE EDUCATIONAL PROGRAM**

The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy. The Board and the Association agree, in keeping with the high standards of the teaching profession, that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the school program. Accordingly, the Association and the teachers agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teachers' duties of employment) by any teacher or group of teachers, and pledge themselves to the purpose of insuring continuation of the educational program.

## **SECTION B - REPRISALS**

The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisor or administrative personnel or Board members of the District regarding the administration of this contract or any grievance filed thereunder.

## **SECTION C - VIOLATION OF ARTICLE XIV**

Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

The Board of Education, in the event of violation of this Article will have the right, in addition to the foregoing any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any damages therefore.

## **ARTICLE XV - GENERAL**

### **SECTION A - ACADEMIC FREEDOM**

The Board and the Association agree that an atmosphere of academic freedom should prevail as a means of fostering good teaching and learning.

### **SECTION B - PREVIOUS AGREEMENTS**

This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices which are inconsistent with the terms of this Agreement.

### **SECTION C - COMPLIANCE WITH THE LAWS OF THE STATE OF MICHIGAN**

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

**SECTION D - BENEFITS FOR PART-TIME TEACHERS**

Teachers employed less than full-time, but at least half-time, will receive a prorated share of all benefits such as sick leave, personal days, tuition reimbursement and insurance (hospitalization and life) if they contribute their prorated share for such insurance coverage.

**SECTION E - EXTENDED SCHOOL YEAR**

The Northville Board of Education will honor and carry out all provisions of the Master Agreement for teachers working under an Extended School Year Program in an equal and equitable manner as compared to teachers teaching under the Traditional School Year Program.

**SECTION F - STUDENT CODE OF CONDUCT AND STUDENT ABUSE POLICY**

If in the Board of Education's, or its designee's, sole discretion the Student Code of Conduct and/or the Student Abuse Policy is changed or amended, then the Association and the teachers shall be notified of the changes or amendments.

**ARTICLE XVI - DURATION**

The provisions of this Agreement shall be effective as of September 1, 1995 and shall continue and remain in full force and effect to and including August 31, 1998 and thereafter for successive periods of one (1) year unless either party shall, on, or before February 1 of the year of expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, or change, or any combination thereof, which shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects or amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals.

BOARD OF EDUCATION  
NORTHVILLE PUBLIC SCHOOLS

NORTHVILLE EDUCATION  
ASSOCIATION

BY Richard H. Brown, Jr.  
President

BY Susan LeBeuf  
President

BY Thomas J. [Signature]  
Secretary

BY Joyce Casale  
Executive Director

BY Leonard R. Rzymurski  
Superintendent

BY David C. Boehm  
Assistant Superintendent  
Administrative Services

BY R. Roy Dunley  
Director of Personnel  
Chief Negotiator

cntrct95  
5/8/95

NORTHVILLE EDUCATION ASSOCIATION  
189 DAY SCHEDULE

1995-96 SALARIES

STEP	BA.	(+\$420) BA+20	MA	(+\$250) MA+10	(+\$500) MA+20	(+\$800) MA+30	(+\$1200) PHD	SUPPLEMENTAL PAYMENT	
								BA	MA
Base	28,948	29,368	31,884	32,134	32,384	32,684	33,084	145	159
1	29,237	29,657	32,202	32,452	32,702	33,002	33,402	146	161
1.5	30,310	30,730	33,607	33,857	34,107	34,407	34,807	152	168
2	31,384	31,804	35,010	35,260	35,510	35,810	36,210	157	175
2.5	32,457	32,877	36,412	36,662	36,912	37,212	37,612	162	182
3	34,195	34,615	38,563	38,813	39,063	39,363	39,763	171	193
3.5	35,291	35,711	39,993	40,243	40,493	40,793	41,193	176	200
4	36,380	36,800	41,425	41,675	41,925	42,225	42,625	182	207
4.5	37,480	37,900	42,852	43,102	43,352	43,652	44,052	187	214
5	38,574	38,994	44,285	44,535	44,785	45,085	45,485	193	221
5.5	39,669	40,089	45,712	45,962	46,212	46,512	46,912	198	229
6	40,765	41,185	47,144	47,394	47,644	47,944	48,344	204	236
6.5	41,858	42,278	48,575	48,825	49,075	49,375	49,775	209	243
7	42,954	43,374	50,006	50,256	50,506	50,806	51,206	215	250
7.5	44,047	44,467	51,433	51,683	51,933	52,233	52,633	220	257
8	45,143	45,563	52,865	53,115	53,365	53,665	54,065	226	264
8.5	46,238	46,658	54,296	54,546	54,796	55,096	55,496	231	271
9	47,331	47,751	55,724	55,974	56,224	56,524	56,924	237	279
9.5	48,426	48,846	57,155	57,405	57,655	57,955	58,355	242	286
10	49,520	49,940	58,587	58,837	59,087	59,387	59,787	248	293
10.5	50,613	51,033	60,015	60,265	60,515	60,815	61,215	253	300
11	51,713	52,133	61,448	61,698	61,948	62,248	62,648	259	307

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NORTHVILLE EDUCATION ASSOCIATION  
189 DAY SCHEDULE

1996-97 SALARIES

STEP	BA	(+\$420) BA+20	MA	(+\$250) MA+10	(+\$500) MA+20	(+\$800) MA+30	(+\$1200) PHD	SUPPLEMENTAL PAYMENT	
								BA	MA
Base	29,672	30,092	32,681	32,931	33,181	33,481	33,881	148	163
1	29,968	30,388	33,007	33,257	33,507	33,807	34,207	150	165
1.5	31,068	31,488	34,447	34,697	34,947	35,247	35,647	155	172
2	32,169	32,589	35,885	36,135	36,385	36,685	37,085	161	179
2.5	33,268	33,688	37,322	37,572	37,822	38,122	38,522	166	187
3	35,050	35,470	39,527	39,777	40,027	40,327	40,727	175	198
3.5	36,173	36,593	40,993	41,243	41,493	41,793	42,193	181	205
4	37,290	37,710	42,461	42,711	42,961	43,261	43,661	186	212
4.5	38,417	38,837	43,923	44,173	44,423	44,723	45,123	192	220
5	39,538	39,958	45,392	45,642	45,892	46,192	46,592	198	227
5.5	40,660	41,080	46,855	47,105	47,355	47,655	48,055	203	234
6	41,784	42,204	48,322	48,572	48,822	49,122	49,522	209	242
6.5	42,904	43,324	49,789	50,039	50,289	50,589	50,989	215	249
7	44,027	44,447	51,256	51,506	51,756	52,056	52,456	220	256
7.5	45,149	45,569	52,719	52,969	53,219	53,519	53,919	226	264
8	46,272	46,692	54,187	54,437	54,687	54,987	55,387	231	271
8.5	47,394	47,814	55,654	55,904	56,154	56,454	56,854	237	278
9	48,515	48,935	57,117	57,367	57,617	57,917	58,317	243	286
9.5	49,637	50,057	58,584	58,834	59,084	59,384	59,784	248	293
10	50,758	51,178	60,052	60,302	60,552	60,852	61,252	254	300
10.5	51,879	52,299	61,515	61,765	62,015	62,315	62,715	259	308
11	53,006	53,426	62,984	63,234	63,484	63,784	64,184	265	315

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NORTHVILLE EDUCATION ASSOCIATION  
189 DAY SCHEDULE

1997-98 SALARIES

SUPPLEMENTAL  
PAYMENT

STEP	BA	(+\$420)	MA	(+\$250)	(+\$500)	(+\$800)	(+\$1200)	SUPPLEMENTAL PAYMENT	
		BA+20		MA+10	MA+20	MA+30	PHD	BA	MA
Base	30,414	30,834	33,498	33,748	33,998	34,298	34,698	76	84
1	30,717	31,137	33,833	34,083	34,333	34,633	35,033	77	85
1.5	31,845	32,265	35,308	35,558	35,808	36,108	36,508	80	88
2	32,973	33,393	36,782	37,032	37,282	37,582	37,982	82	92
2.5	34,100	34,520	38,255	38,505	38,755	39,055	39,455	85	96
3	35,926	36,346	40,515	40,765	41,015	41,315	41,715	90	101
3.5	37,077	37,497	42,018	42,268	42,518	42,818	43,218	93	105
4	38,222	38,642	43,523	43,773	44,023	44,323	44,723	96	109
4.5	39,378	39,798	45,022	45,272	45,522	45,822	46,222	98	113
5	40,527	40,947	46,527	46,777	47,027	47,327	47,727	101	116
5.5	41,677	42,097	48,026	48,276	48,526	48,826	49,226	104	120
6	42,829	43,249	49,531	49,781	50,031	50,331	50,731	107	124
6.5	43,977	44,397	51,034	51,284	51,534	51,834	52,234	110	128
7	45,128	45,548	52,537	52,787	53,037	53,337	53,737	113	131
7.5	46,277	46,697	54,037	54,287	54,537	54,837	55,237	116	135
8	47,428	47,848	55,542	55,792	56,042	56,342	56,742	119	139
8.5	48,579	48,999	57,045	57,295	57,545	57,845	58,245	121	143
9	49,728	50,148	58,545	58,795	59,045	59,345	59,745	124	146
9.5	50,878	51,298	60,048	60,298	60,548	60,848	61,248	127	150
10	52,027	52,447	61,553	61,803	62,053	62,353	62,753	130	154
10.5	53,176	53,596	63,053	63,303	63,553	63,853	64,253	133	158
11	54,331	54,751	64,559	64,809	65,059	65,359	65,759	136	161

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NORTHVILLE EDUCATION ASSOCIATION  
232 DAY SCHEDULE

1995-96 SALARIES

STEP	BA	(+\$420) BA+20	MA	(+\$250) MA+10	(+\$500) MA+20	(+\$800) MA+30	(+\$1200) PHD	SUPPLEMENTAL PAYMENT	
								BA	MA
Base	33,904	34,324	37,368	37,618	37,868	38,168	38,568	170	187
1	34,243	34,663	37,743	37,993	38,243	38,543	38,943	171	189
1.5	35,505	35,925	39,385	39,635	39,885	40,185	40,585	178	197
2	36,764	37,184	41,029	41,279	41,529	41,829	42,229	184	205
2.5	38,020	38,440	42,672	42,922	43,172	43,472	43,872	190	213
3	40,058	40,478	45,192	45,442	45,692	45,992	46,392	200	226
3.5	41,341	41,761	46,869	47,119	47,369	47,669	48,069	207	234
4	42,623	43,043	48,545	48,795	49,045	49,345	49,745	213	243
4.5	43,908	44,328	50,218	50,468	50,718	51,018	51,418	220	251
5	45,190	45,610	51,897	52,147	52,397	52,697	53,097	226	259
5.5	46,476	46,896	53,572	53,822	54,072	54,372	54,772	232	268
6	47,758	48,178	55,250	55,500	55,750	56,050	56,450	239	276
6.5	49,043	49,463	56,924	57,174	57,424	57,724	58,124	245	285
7	50,325	50,745	58,599	58,849	59,099	59,399	59,799	252	293
7.5	51,611	52,031	60,275	60,525	60,775	61,075	61,475	258	301
8	52,895	53,315	61,950	62,200	62,450	62,750	63,150	264	310
8.5	54,178	54,598	63,626	63,876	64,126	64,426	64,826	271	318
9	55,462	55,882	65,303	65,553	65,803	66,103	66,503	277	327
9.5	56,745	57,165	66,979	67,229	67,479	67,779	68,179	284	335
10	58,027	58,447	68,652	68,902	69,152	69,452	69,852	290	343
10.5	59,310	59,730	70,327	70,577	70,827	71,127	71,527	297	352
11	60,597	61,017	72,006	72,256	72,506	72,806	73,206	303	360

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NORTHVILLE EDUCATION ASSOCIATION  
232 DAY SCHEDULE

1996-97 SALARIES

STEP	BA	(+\$420) BA+20	MA	(+\$250) MA+10	(+\$500) MA+20	(+\$800) MA+30	(+\$1200) PHD	SUPPLEMENTAL PAYMENT	
								BA	MA
Base	34,752	35,172	38,303	38,553	38,803	39,103	39,503	174	192
1	35,099	35,519	38,686	38,936	39,186	39,486	39,886	175	193
1.5	36,393	36,813	40,369	40,619	40,869	41,169	41,569	182	202
2	37,683	38,103	42,054	42,304	42,554	42,854	43,254	188	210
2.5	38,971	39,391	43,739	43,989	44,239	44,539	44,939	195	219
3	41,059	41,479	46,322	46,572	46,822	47,122	47,522	205	232
3.5	42,375	42,795	48,041	48,291	48,541	48,841	49,241	212	240
4	43,688	44,108	49,759	50,009	50,259	50,559	50,959	218	249
4.5	45,006	45,426	51,473	51,723	51,973	52,273	52,673	225	257
5	46,320	46,740	53,194	53,444	53,694	53,994	54,394	232	266
5.5	47,637	48,057	54,911	55,161	55,411	55,711	56,111	238	275
6	48,952	49,372	56,631	56,881	57,131	57,431	57,831	245	283
6.5	50,269	50,689	58,348	58,598	58,848	59,148	59,548	251	292
7	51,584	52,004	60,064	60,314	60,564	60,864	61,264	258	300
7.5	52,901	53,321	61,782	62,032	62,282	62,582	62,982	265	309
8	54,218	54,638	63,499	63,749	63,999	64,299	64,699	271	317
8.5	55,533	55,953	65,216	65,466	65,716	66,016	66,416	278	326
9	56,848	57,268	66,935	67,185	67,435	67,735	68,135	284	335
9.5	58,164	58,584	68,653	68,903	69,153	69,453	69,853	291	343
10	59,478	59,898	70,369	70,619	70,869	71,169	71,569	297	352
10.5	60,792	61,212	72,085	72,335	72,585	72,885	73,285	304	360
11	62,112	62,532	73,806	74,056	74,306	74,606	75,006	311	369

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NORTHVILLE EDUCATION ASSOCIATION  
232 DAY SCHEDULE

1997-98 SALARIES

STEP	BA	(+\$420) BA+20	MA	(+\$250) MA+10	(+\$500) MA+20	(+\$800) MA+30	(+\$1200) PHD	SUPPLEMENTAL PAYMENT	
								BA	MA
Base	35,620	36,040	39,260	39,510	39,760	40,060	40,460	89	98
1	35,977	36,397	39,653	39,903	40,153	40,453	40,853	90	99
1.5	37,302	37,722	41,378	41,628	41,878	42,178	42,578	93	103
2	38,625	39,045	43,106	43,356	43,606	43,906	44,306	97	108
2.5	39,945	40,365	44,832	45,082	45,332	45,632	46,032	100	112
3	42,086	42,506	47,480	47,730	47,980	48,280	48,680	105	119
3.5	43,434	43,854	49,242	49,492	49,742	50,042	50,442	109	123
4	44,780	45,200	51,003	51,253	51,503	51,803	52,203	112	128
4.5	46,131	46,551	52,760	53,010	53,260	53,560	53,960	115	132
5	47,478	47,898	54,524	54,774	55,024	55,324	55,724	119	136
5.5	48,828	49,248	56,284	56,534	56,784	57,084	57,484	122	141
6	50,176	50,596	58,047	58,297	58,547	58,847	59,247	125	145
6.5	51,526	51,946	59,806	60,056	60,306	60,606	61,006	129	150
7	52,873	53,293	61,566	61,816	62,066	62,366	62,766	132	154
7.5	54,224	54,644	63,327	63,577	63,827	64,127	64,527	136	158
8	55,573	55,993	65,086	65,336	65,586	65,886	66,286	139	163
8.5	56,921	57,341	66,847	67,097	67,347	67,647	68,047	142	167
9	58,269	58,689	68,609	68,859	69,109	69,409	69,809	146	172
9.5	59,618	60,038	70,369	70,619	70,869	71,169	71,569	149	176
10	60,965	61,385	72,128	72,378	72,628	72,928	73,328	152	180
10.5	62,312	62,732	73,888	74,138	74,388	74,688	75,088	156	185
11	63,665	64,085	75,652	75,902	76,152	76,452	76,852	159	189

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**NORTHVILLE PUBLIC SCHOOLS  
CALENDAR 1995-96: 189-DAY SCHEDULE**

APPENDIX B-1

TEACHER REPORT/DISTRICT STAFF DEVELOPMENT DAY	AUG. 23, 24
TEACHER RECORDS DAY	AUG. 25
FIRST DAY OF CLASSES - 1/2 DAY STUDENTS 1/2 DAY TEACHER RECORDS DAY	AUG. 28
FIRST FULL DAY OF CLASSES	AUG. 29
LABOR DAY RECESS	SEPT. 4
THANKSGIVING RECESS	NOV. 23, 24
WINTER RECESS/BEGINS END OF DAY	DEC. 15
CLASSES RESUME	JAN. 2
LAST DAY OF CLASSES/FIRST SEMESTER	JAN. 18
TEACHER RECORDS DAY	JAN. 19
FIRST DAY OF CLASSES/SECOND SEMESTER	JAN. 22
MID-WINTER BREAK/BEGINS END OF DAY	FEB. 16
CLASSES RESUME	FEB. 26
SPRING RECESS/BEGINS END OF DAY	APR. 4
CLASSES RESUME	APR. 15
1/2-DAY STUDENTS	MAY 24 AM
1/2 DAY DEPARTMENT/BUILDING PLANNING	MAY 24 PM
MEMORIAL DAY RECESS	MAY 27
LAST DAY OF CLASSES - 1/2 DAY STUDENTS	JUNE 13
1/2 DAY TEACHER RECORDS DAY	JUNE 13
TEACHER RECORDS DAY	JUNE 14

189 Teacher attendance days with an obligation for two (2) Teacher days built into two evening (and/or late afternoon) Parent-Teacher conferences in the Fall Semester and two (2) evening (and/or late afternoon) Parent-Teacher conferences in the Spring Semester for the total equivalent of 189 days.

REVISED: 5/15/96  
 NORTHVILLE PUBLIC SCHOOLS  
CALENDAR 1996-97: 189-DAY SCHEDULE

APPENDIX B-1

TEACHER REPORT/DISTRICT STAFF DEVELOPMENT DAY	AUG. 22
TEACHER WORK DAY	AUG. 23
TEACHER WORK DAY (P.M.) - 1/2 DAY STUDENTS (AM) - 1/2 TEACHER WORK DAY (PM)	AUG. 26
FIRST FULL DAY OF CLASSES	AUG. 27
LABOR DAY RECESS	SEPT. 2
STAFF DEVELOPMENT DAY	NOV. 5
THANKSGIVING RECESS	NOV. 28, 29
WINTER RECESS/BEGINS END OF DAY	DEC. 20
CLASSES RESUME	JAN. 6
LAST DAY OF CLASSES/FIRST SEMESTER	JAN. 16
TEACHER RECORDS DAY	JAN. 17
FIRST DAY OF CLASSES/SECOND SEMESTER	JAN. 20
MID-WINTER BREAK/BEGINS END OF DAY	FEB. 14
CLASSES RESUME	FEB. 24
SPRING RECESS/BEGINS END OF DAY	MAR 27
CLASSES RESUME	APR. 7
1/2-DAY STUDENTS	MAY 23 AM
1/2 DAY DEPARTMENT/BUILDING PLANNING	MAY 23 PM
MEMORIAL DAY RECESS	MAY 26
LAST DAY OF CLASSES - 1/2 DAY STUDENTS	JUNE 12
1/2 DAY TEACHER RECORDS DAY	JUNE 12
TEACHER RECORDS DAY	JUNE 13

187 Teacher attendance days with an obligation for two (2) Teacher days built into two evening (and/or late afternoon) Parent-Teacher conferences in the Fall Semester and two (2) evening (and/or late afternoon) Parent-Teacher conferences in the Spring Semester for the total equivalent of 189 days.  
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**NORTHVILLE PUBLIC SCHOOLS  
CALENDAR 1997-98: 189-DAY SCHEDULE**

APPENDIX B-1

TEACHER REPORT/DISTRICT STAFF DEVELOPMENT DAY	AUG. 21, 22
TEACHER RECORDS DAY	AUG. 25
FIRST DAY OF CLASSES - 1/2 DAY STUDENTS 1/2 DAY TEACHER RECORDS DAY	AUG. 26
FIRST FULL DAY OF CLASSES	AUG. 27
LABOR DAY RECESS	SEPT. 1
THANKSGIVING RECESS	NOV. 27, 28
WINTER RECESS/BEGINS END OF DAY	DEC. 19
CLASSES RESUME	JAN. 5
LAST DAY OF CLASSES/FIRST SEMESTER	JAN. 15
TEACHER RECORDS DAY	JAN. 16
FIRST DAY OF CLASSES/SECOND SEMESTER	JAN. 19
MID-WINTER BREAK/BEGINS END OF DAY	FEB. 13
CLASSES RESUME	FEB. 23
SPRING RECESS/BEGINS END OF DAY	APR. 9
CLASSES RESUME	APR. 20
1/2-DAY STUDENTS	MAY 22 AM
1/2 DAY DEPARTMENT/BUILDING PLANNING	MAY 22 PM
MEMORIAL DAY RECESS	MAY 25
LAST DAY OF CLASSES - 1/2 DAY STUDENTS	JUNE 11
1/2 DAY TEACHER RECORDS DAY	JUNE 11
TEACHER RECORDS DAY	JUNE 12

187 Teacher attendance days with an obligation for two (2) Teacher days built into two evening (and/or late afternoon) Parent-Teacher conferences in the Fall Semester and two (2) evening (and/or late afternoon) Parent-Teacher conferences in the Spring Semester for the total equivalent of 189 days.

**NORTHVILLE PUBLIC SCHOOL DISTRICT**  
**CALENDAR 1995-96: 232 DAY SCHEDULE**

TEACHER REPORT/DISTRICT INSERVICE DAY	SEPT. 5
TEACHER REPORT/WORK DAY	SEPT. 6
FIRST DAY OF CLASSES	SEPT. 7
1/2 DAY DISTRICT INSERVICE	NOV. 8
1/2 DAY BUILDING CURRICULUM DAY	NOV. 9
THANKSGIVING RECESS	NOV. 23, 24
WINTER RECESS/BEGINS END OF DAY	DEC. 22
CLASSES RESUME	JAN. 2
1/2 DAY DISTRICT INSERVICE	JAN. 24
1/2 DAY TEACHER WORK DAY	JAN. 25
1/2 DAY TEACHER WORK DAY	FEB. 21
1/2 DAY DISTRICT INSERVICE	MARCH 27
1/2 DAY BUILDING CURRICULUM	MARCH 28
SPRING RECESS/BEGINS END OF DAY	APRIL 11
CLASSES RESUME	APRIL 22
MEMORIAL DAY RECESS	MAY 27
45 DAY SUMMER PROGRAM BEGINS	JUNE 13
SUMMER BREAK/BEGINS END OF DAY	JUNE 28
CLASSES RESUME	JULY 15
LAST DAY OF 45 DAY SUMMER PROGRAM	AUG. 28

**NORTHVILLE PUBLIC SCHOOL DISTRICT**

**REVISED** **REVISED**

**CALENDAR 1996-97: 232 DAY SCHEDULE**

TEACHER REPORT/WORK DAY	SEPT. 3
TEACHER REPORT/WORK DAY	SEPT. 4
FIRST DAY OF CLASSES	SEPT. 5
1 DAY DISTRICT INSERVICE	NOV. 5
1/2 DAY BUILDING CURRICULUM DAY	NOV. 6
THANKSGIVING RECESS	NOV. 28, 29
WINTER RECESS/BEGINS END OF DAY	DEC. 20
CLASSES RESUME	JAN. 2
1/2 DAY DISTRICT INSERVICE	JAN. 22
1/2 DAY TEACHER WORK DAY	JAN. 23
1/2 DAY TEACHER INSERVICE	FEB. 20
1/2 DAY DISTRICT INSERVICE	MARCH 12
1/2 DAY BUILDING CURRICULUM	MARCH 13
SPRING RECESS/BEGINS END OF DAY	MARCH 27
CLASSES RESUME	APRIL 7
MEMORIAL DAY RECESS	MAY 26
45 DAY SUMMER PROGRAM BEGINS	JUNE 16
SUMMER BREAK/BEGINS END OF DAY	JUNE 27
CLASSES RESUME	JULY 14
LAST DAY OF 45 DAY SUMMER PROGRAM	AUG. 29

**NORTHVILLE PUBLIC SCHOOL DISTRICT**  
**CALENDAR 1997-98: 232 DAY SCHEDULE**

TEACHER REPORT/DISTRICT INSERVICE DAY	SEPT. 2
TEACHER REPORT/WORK DAY	SEPT. 3
FIRST DAY OF CLASSES	SEPT. 4
1/2 DAY DISTRICT INSERVICE	NOV. 12
1/2 DAY BUILDING CURRICULUM DAY	NOV. 13
THANKSGIVING RECESS	NOV. 27, 28
WINTER RECESS/BEGINS END OF DAY	DEC. 23
CLASSES RESUME	JAN. 5
1/2 DAY DISTRICT INSERVICE	JAN. 21
1/2 DAY TEACHER WORK DAY	JAN. 22
1/2 DAY TEACHER WORK DAY	FEB. 18
1/2 DAY DISTRICT INSERVICE	MARCH 25
1/2 DAY BUILDING CURRICULUM	MARCH 26
SPRING RECESS/BEGINS END OF DAY	APRIL 9
CLASSES RESUME	APRIL 20
MEMORIAL DAY RECESS	MAY 25
45 DAY SUMMER PROGRAM BEGINS	JUNE 15
SUMMER BREAK/BEGINS END OF DAY	JULY 3
CLASSES RESUME	JULY 20
LAST DAY OF 45 DAY SUMMER PROGRAM	AUG. 28

**NORTHVILLE PUBLIC SCHOOL DISTRICT**  
**Northville, Michigan**

**SCHOOL HOURS**  
**1995-96**

<u>School</u>		<u>Starting Time</u>	<u>Ending Time</u>
Bryant	Staff	7:55 A.M.	3:30 P.M.
	Students	8:45 A.M.	2:15 P.M.
Moraine	Staff	7:55 A.M.	3:30 P.M.
	Students	9:05 A.M.	2:35 P.M.
Old Village	Staff	7:55 A.M.	3:30 P.M.
	Students	9:15 A.M.	2:45 P.M.

**SUMMER PROGRAM**

<u>School</u>		<u>Starting Time</u>	<u>Ending Time</u>
Bryant	Staff	8:00 A.M.	1:00 P.M.
	Students	8:20 A.M.	12:20 P.M.
Moraine	Staff	8:00 A.M.	1:00 P.M.
	Students	8:40 A.M.	12:40 P.M.
Old Village	Staff	8:00 A.M.	1:00 P.M.
	Students	8:50 A.M.	12:50 P.M.

**APPENDIX C**

**EXTRA-CURRICULAR ACTIVITIES: 1993-94**

Rates of pay and grouping of activities in Appendix D have been evaluated in terms of hours involved in the activity, number of students in the activity and responsibilities attached to the activity. These assignments have been placed on a schedule which provides for a progression through three levels of experience.

LEVEL I is for individuals who have accumulated up to two (2) credits of experience. LEVEL II provides for two(2) to five (5) credits of experience and LEVEL III is for experience credits of five (5) or more.

All assignments on Appendix D are voluntary, and not subject to tenure. Experience factors have been developed to account for inside and outside the school district experience:

1. One (1) full credit for each year of experience in the same position.
2. Three-fourth (3/4) credit for each year of experience in a related position.
3. One-half (1/2) credit for each year of experience in a related Middle School position.

Experience credits will be assigned in accord with the recommendation from the appropriate administrator, with the final decision resting with the Superintendent.

New positions are to be placed in the contract on the final approval of the Superintendent.

**EXTRA CURRICULAR  
INDEX RATIOS  
(Based on B.A. Minimum)  
1993-94**

<b>GROUP</b>	<b>LEVEL</b>			<b>GROUP</b>	<b>LEVEL</b>		
	<b>1</b>	<b>2</b>	<b>3</b>		<b>1</b>	<b>2</b>	<b>3</b>
A	12.7%	13.3%	14.0%	F	5.4%	5.7%	6.0%
B	9.0%	9.5%	10.0%	G	4.1%	4.3%	4.5%
C	8.1%	8.5%	8.9%	H	3.2%	3.3%	3.5%
D	6.8%	7.1%	7.5%	I	1.8%	1.9%	2.0%
E	6.3%	6.7%	7.0%	J	.9%	1.0%	1.1%

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**EXTRA-CURRICULAR ACTIVITIES  
1993-1994**

	Level I 12.7%	Level II 13.3%	Level III 14.0%
<b><u>Group "A"</u></b>			
Boys Varsity Basketball			
Girls Varsity Basketball			
Boys Varsity Football			
Girls Varsity Gymnastics			
Boys Varsity Swimming			
Girls Varsity Swimming			
Girls Varsity Volleyball			
Boys Varsity Wrestling			
High School Yearbook			
Spring Play Director			
<b><u>Group "B"</u></b>			
	9.0%	9.5%	10.0%
Boys Varsity Baseball			
Boys Varsity Soccer			
Girls Varsity Soccer			
Girls Varsity Softball			
Boys Varsity Track			
Girls Varsity Track			
<b><u>Group "C"</u></b>			
	8.1%	8.5%	8.9%
Boys Junior Varsity Basketball			
Girls Junior Varsity Basketball			
Boys Assistant Varsity Football			
Boys Junior Varsity Head Football			
Girls Junior Varsity Volleyball			
High School Cheerleaders			
High School Instrumental (Jazz/Symphonic Bands)			
Marching Band			
<b><u>Group "D"</u></b>			
	6.8%	7.1%	7.5%
Boys Varsity Cross Country			
Girls Varsity Cross Country			
Boys Varsity Golf			
Girls Varsity Golf			
Boys Assistant Junior Varsity Football			
Boys Assistant Varsity Swimming			
Girls Assistant Varsity Swimming			
Boys Varsity Tennis			
Girls Varsity Tennis			
Boys Assistant Varsity Wrestling			

	Level I 6.3%	Level II 6.7%	Level III 7.0%
<b><u>Group "E"</u></b>			
6th/7th/8th Grade Band			
Boys Junior Varsity Baseball			
Boys 9th Grade Basketball			
Girls 9th Grade Basketball			
Boys 9th Grade Football			
Boys Assistant Varsity Soccer			
Girls Assistant Varsity Soccer			
Boys Junior Varsity Soccer			
Girls Junior Varsity Soccer			
Girls Junior Varsity Softball			
Boys Assistant Varsity Track			
Girls Assistant Varsity Track			
Girls 9th Grade Volleyball			
Debate			
Fall Play Director			
High School Vocal Groups/Northville Singers/Concert Choir			
Middle School/High School Forensics			

<b><u>Group "F"</u></b>	5.4%	5.7%	6.0%
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- Boys 7th Grade Basketball
- Girls 7th Grade Basketball
- Boys 8th Grade Basketball
- Girls 8th Grade Basketball
- Boys 7th/8th Grade Football
- Boys Assistant Tennis
- Girls Assistant Tennis
- Girls 7th Grade Volleyball
- Girls 8th Grade Volleyball
- 7th/8th Grade Co-ed Swimming
- 7th/8th Grade Co-ed Track
- High School Newspaper
- Middle School Music/Drama
- Middle School Yearbook
- National Honor Society

<b><u>Group "G"</u></b>	4.1%	4.3%	4.5%
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- Assistant Marching Band
- Pom Pon Squad
- Senior Class Sponsor
- Elementary Chairperson

	Level I 3.2%	Level II 3.3%	Level III 3.5%
<b><u>Group "H"</u></b>			
7th/8th Grade Assistant Swimming			
7th/8th Grade Assistant Track			
7th/8th Grade Cheerleaders			
9th Grade Cheerleaders			
Choral (Spring Musical)			
Middle School Co-ed Intramural Basketball			
Middle School Co-ed Intramural Volleyball			
Orchestra (Spring Musical)			
Pep Club			
Service Squad/Safety Patrol			
Set Construction (Spring Musical)			
Elementary Bus Supervisors			

<b><u>Group "I"</u></b>	1.8%	1.9%	2.0%
Costumes (Fall Play)			
Costumes (Spring Play)			
Drama Club			
Middle School Newspaper			
Science Olympiad			
Set Construction (Fall Play)			

<b><u>Group "J"</u></b>	.9%	1.0%	1.1%
Set Design (Spring)			
Set Design (Fall)			
9th Grade Sponsor			
10th Grade Sponsor			
11th Grade Sponsor			

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gj

EXTRA-CURRICULAR - 1995-96

	A	B	C	D	E	F	G	H	I	J
1	3,677	2,606	2,345	1,968	1,823	1,563	1,187	927	521	260
2	3,850	2,750	2,461	2,055	1,939	1,650	1,244	955	550	289
3	4,053	2,894	2,577	2,243	2,026	1,737	1,303	1013	579	319

Extra Teaching: \$17.45

Non Teaching: \$15.53

gj

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EXTRA-CURRICULAR - 1996-97

	A	B	C	D	E	F	G	H	I	J
1	3,769	2,671	2,404	2,017	1,869	1,602	1,217	950	534	267
2	3,946	2,819	2,523	2,106	1,987	1,691	1,275	979	564	296
3	4,154	2,966	2,641	2,299	2,077	1,780	1,336	1038	593	327

Extra Teaching: \$17.89

Non Teaching: \$15.92

9j

5/10/95

xcursy96.xls

EXTRA-CURRICULAR - 1997-98

	A	B	C	D	E	F	G	H	I	J
1	3,863	2,738	2,464	2,067	1,916	1,642	1,247	974	547	274
2	4,045	2,889	2,586	2,159	2,037	1,733	1,307	1003	578	303
3	4,258	3,040	2,707	2,356	2,129	1,825	1,369	1064	608	335

Extra Teaching: \$18.34

Non Teaching: \$16.32

gj

5/10/95

xcursy97.xls

GRIEVANCE # \_\_\_\_\_

REGISTRATION OF GRIEVANCE

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Teaching Assignment

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Building Assignment

Statement of, and detailed reason for Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Article and Section violated: \_\_\_\_\_  
Article Section

Relief sought: \_\_\_\_\_  
\_\_\_\_\_

Date(s) oral discussion(s) held with Administrator: \_\_\_\_\_  
Date Date

Results of oral discussion(s) with Administrator: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Aggrieved Date

Written Grievance received by Administrator: \_\_\_\_\_  
Date Received

Administrators disposition of Grievance: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator Date

- White copy to Superintendent
- Green copy to Personnel Office
- Canary copy to Principal
- Pink copy to Grievant
- Gold copy to Association

## NOTICE OF NON-DISCRIMINATION POLICY

It is the policy of the Board of Education and the School District not to unlawfully discriminate on the basis of age, sex, race, color, national origin, religion, height, weight, marital status, handicap or disability. The District reaffirms its long-standing policy of compliance with all applicable federal and state laws and regulations prohibiting discrimination including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, 42 USC SS2000d *et seq.* and 42 USC SS2000e *et seq.*; Title IX of the Education Amendments of 1972, 20 USC SS1681 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 USC S794; the Americans with Disabilities Act of 1990, 42 USC SS12101 *et seq.*; Michigan's Handicappers' Civil Rights Act, MCL SS37.1101 *et seq.*; and, the Elliott-Larsen Civil Rights Act, MCL SS37.2101 *et seq.*

Any questions concerning Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex, or Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin, should be directed to:

### Title VI

Dolly McMaster, Ph.D.  
Asst. Supt. for Instructional Services  
Northville Public Schools  
501 W. Main Street  
Northville, Michigan 48167  
(810) 344-8442

### Title IX

R. Roy Danley  
Director of Personnel  
Northville Public Schools  
501 W. Main Street  
Northville, Michigan 48167  
(810) 344-8451

Inquiries related to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Robert O. Sornson  
Executive Director of Special Education Services  
Northville Public Schools  
501 West Main Street  
Northville, Michigan 48167  
(810) 344-8443



January, 1994  
Rev: Oct. 1994